

General terms and conditions Mondo Forwarding B.V.

Article 1 Application

- 1.1 These general conditions apply to all quotes, order confirmations, agreements and activities of Mondo Forwarding.
- 1.2 Unless agreed otherwise in writing or if Mondo Forwarding actually carries out the transport itself, Mondo Forwarding acts exclusively as a forwarder. The Dutch Forwarding Conditions 2004 apply to all forwarding activities, with the exception of the arbitration clause.
- 1.3 If Mondo Forwarding acts as a carrier, the General Conditions of Carriage 2002, latest version (AVC, Algemene Vervoerscondities 2002) and, in addition to the AVC 2002, the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply.
- 1.4 All conditions mentioned here can be consulted and downloaded via <http://www.mondoforwarding.com>
- 1.5 In the event of any conflict, the general terms and conditions of Mondo Forwarding shall prevail, with the exception of the mandatory provisions contained in the aforementioned conditions and conventions.

Article 2 Financial

- 2.1 All rates are in Euros and exclude VAT and any other (local) taxes and duties.
- 2.2 The validity of the rates is mentioned in the quote.
- 2.3 Unless agreed otherwise in writing, a payment period of 14 days after the invoice date applies.
- 2.4 If the payment term is exceeded, the Client is automatically and without further notice in default. The Client also owes the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code. Payments of the Client will first be deducted from the interest and costs that are due, and only after that from the principal sum
- 2.5 Any objections to the invoice must be submitted in writing no later than eight (8) days after the invoice date, in the absence of which any right of complaint lapses.
- 2.6 Mondo Forwarding has a right of retention and/or a right of pledge with respect to all goods, documents and funds that Mondo Forwarding has or will receive for any reason whatsoever, for all claims that Mondo Forwarding has or will receive against the client or owner of the goods.

Article 3 Claims, liability and insurance

- 3.1 Claims must be submitted in writing and accompanied by invoices, claims reports and any other documentation necessary for processing.
- 3.2 Claims for damage during transport will be charged to the carriers engaged by Mondo Forwarding. Mondo Forwarding can assist you in filing the claims against these carriers.



- 3.3 Any claims against carriers or Mondo Forwarding do not suspend the payment obligation of Mondo Forwarding's invoices.
- 3.4 The liability of Mondo Forwarding will be, depending on the nature of the activities, stipulated in the industry conditions mentioned in article 1 of these general terms and conditions.
- 3.5 Mondo Forwarding is never liable for indirect damage, including consequential damage, loss of profit and damage due to downtime and/or the loss of customers or goodwill.
- 3.6 All customs formalities will always take place at the account and risk of the Client and the person that the formalities are handled for. Mondo Forwarding is not responsible for the auditing of customs authorities documents. The Client indemnifies Mondo Forwarding B.V against all damage and costs which arise due to incorrect data supplied on behalf of the Client, as well as all (tax) assessments of (customs) authorities for any reason whatsoever.
- 3.7 Mondo Forwarding does not insure the risk of damage to or loss of goods. If agreed upon in writing, Mondo Forwarding can mediate in taking out freight transport insurance.

Article 4 Other provisions

- 4.1 Packaging and marking: All goods must be properly packaged and provided with complete addressing of the recipient and sender. The Client remains liable for any damage caused by faulty packaging.
- 4.2 Hazardous substances: The order for the transport of ADR goods must be provided in writing, with all the necessary information to carry out the transport within the statutory requirements. The shipper is responsible for the correct labelling, packaging, transport document, consignor's declaration, MSDS and hazard map. The UN number and the name of the hazardous substance in question must also be disclosed to Mondo Forwarding.
- 4.3 Dead freight: If a shipment is cancelled 1 working day before prior to loading after 12:00, Mondo Forwarding is entitled to 70% of the agreed rate. If a shipment is cancelled on the day of loading, Mondo Forwarding is entitled to 100% of the agreed rate.

Article 5 Applicable law and competent court

- 5.1 All legal relationships to which Mondo Forwarding is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad.
- 5.2 All disputes between Mondo Forwarding and her counterparty/counterparties will be exclusively presented to the competent judge of the court in Rotterdam.