

# Trucking Den Hartogh General Terms and Conditions

## 1. Definitions

This document contains the following references:

1. Den Hartogh: a company or business belonging to the Den Hartogh Group
2. General Terms and Conditions: the General Terms and Conditions of Trucking Den Hartogh
3. Supplier: Den Hartogh's counterparty
4. Agreement: the commission and/or service agreement between Den Hartogh as the client and the Supplier as the contractor, whereby the Supplier undertakes to perform a Task
5. Task: all (legal) acts - including the transport and supply of (part of the) goods and/or services - performed by the Supplier under the Agreement
6. Equipment: (tank) containers and trailers, including accessories.

## 2. Applicability and conversion

1. These General Terms and Conditions are applicable to and part of every offer, quote and Agreement with Den Hartogh, unless the parties have specifically deviated from these General Terms and Conditions in writing.
2. If the Agreement between Den Hartogh and the Supplier specifically deviates from what is provided in these General Terms and Conditions, the specific deviations of the Agreement shall prevail, whereas the rest of the General Terms and Conditions shall continue to apply.
3. The applicability of any of the Supplier's terms of purchase or other conditions is specifically rejected.
4. The Supplier undertakes to meet the General Terms and Conditions during the implementation of the Task.
5. The invalidity or nullification of one of the articles of these General Terms and Conditions shall not affect the validity of any other articles. If this is the case, a provision should be agreed in replacement of the invalid and/or annulled article that approaches the purpose and spirit of the invalid and/or removed article as much as possible.
6. If there are any differences between the Dutch version of these General Terms and Conditions and its translation in a foreign language, the Dutch version shall prevail.

## 3. General

1. As part of the Supplier's execution of the Task, it is required at all times to meet all relevant national and international laws and treaties, rules and regulations, in particular with regard to the handling of hazardous substances.
2. The Supplier possesses all the necessary permits and authorisations to execute the Agreement.
3. The Supplier and its employees are not permitted to communicate to any third parties the nature of the cargo and the identity of the client and recipient. This also applies to the arrangements between Den Hartogh and its client.
4. The Supplier ensures the proper execution of the Agreement through timely and complete loading and delivery.
5. The Supplier and its employees make all the necessary provisions to protect the cargo and the Equipment and accessories provided by Den Hartogh against damage, loss and theft.
6. The drivers/operators (provided by the Supplier) chauffeurs/operators are strictly forbidden to take and/or be under the influence of any drugs, alcohol or medicines that may affect their ability to drive before and during their execution of the Task.
7. Any violations of the rules regarding the execution of the Agreement by the drivers/operators provided by the Supplier resulting in a disciplinary measure must be reported to Den Hartogh immediately.
8. Violations of section 6 of this article are reported immediately and the driver/operator in question shall never be used to execute a Task for Den Hartogh again. In case of a repeated violation, the Supplier shall be permanently excluded from executing any Tasks for Den Hartogh.

## 4 Personnel

1. The Supplier guarantees that the drivers/operators used to execute the Task have the knowledge, experience and training level that is required in order to execute the Task correctly as part of the Agreement's implementation.
2. If the Supplier has to comply with customs formalities during the execution of the Task, the Supplier shall closely follow the instructions mentioned in the Agreement.
3. If no waybill is supplied to the Supplier's driver at the loading point, the Supplier or the driver himself shall draft a waybill stating the provisions of the applicable CMR convention, unless otherwise agreed.

## 5. Equipment

1. The Supplier shall properly maintain, inspect and examine its Equipment used to perform the Task.
2. The Supplier is completely responsible for the Equipment made available to him by Den Hartogh and manages this Equipment with due care. After the completion of the transport agreement, this Equipment is returned undamaged and in full to Den Hartogh. The Supplier is liable for any damage or missing parts with respect to the Equipment made available to the Supplier.

3. The Supplier shall only have the used Equipment cleaned by the cleaning stations appointed by Den Hartogh. The Supplier shall ensure that the Equipment is offered in a good, clean state for loading. This also applies to the discharge hoses, couplings, etc.
4. The Supplier and/or driver shall inspect the (cleaning of the) Equipment.
5. If the obligations under this article are not adequately met, the Supplier shall be liable for any resulting damage and costs.
6. The Supplier shall not perform any work (of any nature) with the Equipment provided by Den Hartogh other than the work directly related to the execution of the Agreement.
7. The trucks used to perform the Task must have a compressor (with a pressure hose to connect the compressor to the tanker) in order to unload trailer or container tanks, if this is necessary in order to perform the Task correctly. The trucks shall always have modern communication equipment. If applicable, they shall also have the proper facilities for transporting hazardous substances.

## 6. Quality, Health, Safety and Environment

1. The Supplier must know the telephone numbers of Den Hartogh during and outside office hours and shall inform Den Hartogh immediately in case of a calamity. The Supplier shall always be reachable by telephone in case of a calamity.
2. The Supplier shall immediately inform Den Hartogh of calamities, problems, irregularities, damage, accidents or unsafe circumstances at loading or unloading points or locations in transit.
3. The Supplier shall immediately report to Den Hartogh any deviations in terms of untimely delivery, quality, safety and the environment, including but not limited to circumstances resulting in delay, different product quality or quantity and missing documents.
4. Subcontracting is not allowed under any circumstances without the specific prior permission by Den Hartogh in writing. This also applies to so-called fully integrated subcontractors.
5. The Supplier makes a contribution to the constant improvement of the Den Hartogh's quality, health, safety and environment system.
6. The Supplier allows Den Hartogh to perform regular quality and safety audits in order to test the provisions resulting from the transport and general terms and conditions. Den Hartogh is given access to all relevant documents and records. Den Hartogh is also allowed to inspect the Equipment and the driver's performance.

## 7. Insurance

1. The Supplier has at least taken out the following types of insurance with a first-class insurance company for the entire period of the Agreement's execution. Before the start of the Agreement's execution, the Supplier shall present copies of the policies at Den Hartogh's request:
  - Property and personal injury liability insurance with regard to the lorry in combination with a random trailer tank, with an insured amount of at least € 2,500,000.00 per occurrence.
  - Carriers liability insurance based on the CMR convention / General Transport Conditions, providing cover for at least € 500,000.00 per occurrence.
  - Commercial General Liability Insurance for damage that was caused or due to negligence to all goods and persons, including environmental damage, providing cover for at least € 5,000,000.00 per occurrence.
  - Casco Insurance for trailer/containers for the Equipment made available by Den Hartogh, providing cover of at least € 100,000.00 per occurrence.
5. The territory covered by the insurance policies mentioned in the previous section must include the countries in which the Supplier is asked to perform the Task.
6. The Supplier shall ensure that claims are handled by or on behalf of its insurers without any delay.

## 8. Applicable law and jurisdiction

1. Dutch law shall apply to the legal relationship between Den Hartogh and the Supplier.
2. Any disputes in the broadest sense of the word arising between Den Hartogh and the Supplier in relation to the Agreement, including any disputes regarding its existence and validity, shall be handled exclusively by the competent court in Rotterdam.

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(Can also be filed with the Chamber of Commerce!)