

# ROAD FREIGHT FORWARDING, BOOKING AND SERVICE TERMS AND CONDITIONS

## EU & UK

SHIPPING FREIGHT COMPANY B.V.

## TERMS AND CONDITIONS OF SERVICE

These Road Freight Forwarding, Booking and Service Terms and Conditions apply to all road freight forwarding services, quotations, bookings, arrangements, communications, instructions, logistics services and related activities provided or arranged by **SHIPPING FREIGHT COMPANY B.V.** within the European Union, the United Kingdom and any related cross-border road freight operations, unless expressly agreed otherwise in writing by an authorized representative of SHIPPING FREIGHT COMPANY B.V.

For the purpose of these Terms, references to “**Road Freight**” include international and domestic road freight forwarding, full truckload, part-load, groupage, express road freight, dedicated vehicle services, temperature-controlled road freight, ADR transport arrangements, door-to-door transport coordination, port-to-door delivery, warehouse-to-warehouse transport, customs-related assistance and related multimodal logistics services arranged by SHIPPING FREIGHT COMPANY B.V.

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## Clause 1 – Status of SHIPPING FREIGHT COMPANY B.V. as Freight Forwarder

1.1. SHIPPING FREIGHT COMPANY B.V. acts solely as a **freight forwarder, logistics intermediary and arranging party**, and not as a road carrier, contractual carrier, actual carrier, warehouseman, customs authority, terminal operator or performing carrier, unless expressly agreed otherwise in writing.

1.2. SHIPPING FREIGHT COMPANY B.V. does not undertake the physical carriage of goods by road and does not assume carrier liability, unless SHIPPING FREIGHT COMPANY B.V. expressly accepts such carrier liability in writing.

1.3. SHIPPING FREIGHT COMPANY B.V. arranges road transportation and related logistics services on behalf of the Customer by engaging independent road carriers, hauliers,

subcontractors, courier operators, groupage operators, express operators, customs brokers, warehouses, terminals, depots and other third-party service providers.

1.4. No provision of these Terms shall be interpreted as creating an obligation for SHIPPING FREIGHT COMPANY B.V. to physically carry, load, unload, store, handle or deliver the goods itself.

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## Clause 2 – Application of FENEX Conditions

2.1. All services, quotations, bookings, arrangements, communications, instructions, customs-related assistance, documentation and related activities performed or arranged by SHIPPING FREIGHT COMPANY B.V. are subject to the latest version of the **Dutch Forwarding Conditions**, also known as the **FENEX Conditions**, including the arbitration clause, unless mandatory law provides otherwise.

2.2. The FENEX Conditions shall apply in addition to these Road Freight Forwarding, Booking and Service Terms and Conditions.

2.3. In the event of any conflict between these Terms and the FENEX Conditions, the FENEX Conditions shall prevail to the extent required, unless SHIPPING FREIGHT COMPANY B.V. expressly agrees otherwise in writing.

2.4. The Customer acknowledges that SHIPPING FREIGHT COMPANY B.V. performs forwarding activities as a Dutch freight forwarder and that the FENEX Conditions form an essential part of the contractual relationship between the Customer and SHIPPING FREIGHT COMPANY B.V.

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## Clause 3 – Definitions

For the purpose of these Terms:

3.1. **“Company”** means SHIPPING FREIGHT COMPANY B.V.

3.2. **“Customer”** means the party requesting, ordering, booking, accepting or paying for services from SHIPPING FREIGHT COMPANY B.V., including the shipper, consignee, exporter, importer, cargo owner, booking party, payer, receiver, principal, agent or any person acting on behalf of such parties.

3.3. **“Merchant”** means the shipper, consignee, consignor, receiver, cargo owner, holder of any transport document, exporter, importer, booking party, beneficial owner of the goods and any person having an interest in the goods.

3.4. **“Goods”** means cargo, packages, pallets, units, containers, documents and any related cargo interests handled, arranged or coordinated by SHIPPING FREIGHT COMPANY B.V.

3.5. **“Services”** means road freight forwarding, logistics coordination, booking assistance, documentation, customs-related assistance, inland transportation arrangements, cargo release coordination, cargo insurance arrangement if agreed, and any related service arranged by SHIPPING FREIGHT COMPANY B.V.

3.6. **“Actual Carrier”** means any independent road carrier, haulier, subcontractor, courier operator, express operator, groupage operator or other transport provider physically performing or undertaking the road carriage of the goods.

3.7. **“Third Parties”** means Actual Carriers, subcontractors, customs brokers, terminals, warehouses, depots, surveyors, inspection companies, insurers, agents and any other service providers engaged directly or indirectly in connection with the Services.

3.8. **“Charges”** means all freight, local charges, road charges, tolls, ferries, tunnel fees, customs-related costs, duties, taxes, storage, waiting time, standstill, failed trip charges, inspection costs, documentation fees, administrative charges, legal costs, collection costs, third-party charges and any other monetary obligations arising in connection with the Services.

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## **Clause 4 – CMR Convention and Road Carrier Liability**

4.1. Where international road carriage is performed by an Actual Carrier, the **Convention on the Contract for the International Carriage of Goods by Road (CMR)** may apply to the contract of carriage with such Actual Carrier.

4.2. SHIPPING FREIGHT COMPANY B.V. shall not be deemed a carrier under the CMR Convention solely by arranging road carriage, unless SHIPPING FREIGHT COMPANY B.V. expressly accepts carrier liability in writing or mandatory law provides otherwise.

4.3. The liability of the Actual Carrier shall be determined by the applicable transport contract, CMR consignment note, CMR Convention, national transport law, carrier terms and mandatory applicable law.

4.4. SHIPPING FREIGHT COMPANY B.V. shall not be responsible for the issuance, content or legal effects of any CMR consignment note issued by or on behalf of the Actual Carrier, except to the extent mandatory law provides otherwise.

4.5. Any CMR consignment note, proof of delivery, delivery receipt, loading note, unloading note or transport document issued by an Actual Carrier shall remain subject to the terms and legal framework applicable to that Actual Carrier.

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## **Clause 5 – Quotations and Booking Acceptance**

5.1. All quotations issued by SHIPPING FREIGHT COMPANY B.V. are non-binding unless expressly stated otherwise in writing.

5.2. All quotations are based on the information provided by the Customer and on market conditions, carrier availability, vehicle availability, equipment availability, fuel costs, ferry costs, road tolls, customs conditions, regulatory requirements and other cost factors applicable at the time of quotation.

5.3. A quotation may be amended, withdrawn, suspended or cancelled by SHIPPING FREIGHT COMPANY B.V. at any time before written booking confirmation is issued by SHIPPING FREIGHT COMPANY B.V.

5.4. The booking of cargo, issuance of shipping instructions, delivery of cargo for transport, acceptance of a quotation, payment of an invoice or instruction to proceed shall constitute acceptance of these Terms and all applicable Charges.

5.5. Any validity period stated in a quotation applies only to the quoted rate and only for the stated period. It does not guarantee vehicle availability, loading date, delivery date, transit time, border clearance, customs release, ferry availability or final carrier acceptance.

5.6. Any quotation may be revised if the actual cargo details, weight, dimensions, commodity, HS code, packaging, cargo readiness date, loading address, delivery address, customs status, transport requirements or service requirements differ from the information originally provided.

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## **Clause 6 – Engagement of Actual Carriers and Subcontractors**

6.1. SHIPPING FREIGHT COMPANY B.V. has the unrestricted right to select, appoint, substitute and subcontract any Actual Carrier or Third Party necessary or appropriate for the performance of the Services.

6.2. The Customer authorizes SHIPPING FREIGHT COMPANY B.V. to engage Actual Carriers and Third Parties and to accept their transport conditions, tariffs, carrier terms, liability limitations and operational requirements on behalf of and at the risk and expense of the Customer.

6.3. Upon request, SHIPPING FREIGHT COMPANY B.V. may provide the Customer with a copy or reference to the applicable terms and conditions of the Actual Carrier, where available.

6.4. SHIPPING FREIGHT COMPANY B.V. shall not be liable for any act, omission, delay, default, negligence, theft, loss, damage, temperature deviation, refusal of cargo, incorrect

delivery, failure to collect, non-performance, insolvency or operational failure of the Actual Carrier or any Third Party, except to the extent liability cannot be excluded under mandatory law.

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## **Clause 7 – Route, Vehicle, Schedule and Performance**

7.1. Unless expressly agreed otherwise in writing, SHIPPING FREIGHT COMPANY B.V. shall determine or arrange:

- a. the route and sequence of transport operations;
- b. the selection of the Actual Carrier;
- c. the mode of road transport and equipment;
- d. the scheduling of collection and delivery;
- e. the use of groupage, part-load, full truckload, express or dedicated vehicle solutions.

7.2. Collection dates, delivery dates, delivery windows, transit times, estimated arrival times and estimated completion times are indicative only and shall not constitute fixed deadlines unless SHIPPING FREIGHT COMPANY B.V. expressly confirms in writing that time is of the essence.

7.3. SHIPPING FREIGHT COMPANY B.V. does not guarantee compliance with any specific transit time, arrival time, delivery window or delivery date.

7.4. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay caused by traffic, road closures, border controls, customs checks, ferry delays, tunnel delays, police inspections, weather conditions, driving time regulations, rest periods, strikes, force majeure, carrier issues, warehouse delays or any circumstances beyond its reasonable control.

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## **Clause 8 – Customer Instructions and Accuracy of Information**

8.1. The Customer is solely responsible for providing complete, accurate and timely instructions and information required for the performance of the Services.

8.2. Such information includes, without limitation, cargo description, commodity, HS code, weight, dimensions, package count, cargo value, Incoterms, shipper details, consignee details, loading address, delivery address, customs status, opening hours, loading and unloading requirements, special handling requirements, ADR classification, temperature requirements, theft-sensitive nature and any regulatory restrictions.

8.3. SHIPPING FREIGHT COMPANY B.V. shall be entitled to rely on the information provided by the Customer without independent verification.

8.4. The Customer shall indemnify and hold SHIPPING FREIGHT COMPANY B.V. harmless against all claims, fines, penalties, losses, delays, customs issues, storage, carrier charges, legal costs and third-party costs arising from inaccurate, incomplete, late, misleading or non-compliant information.

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## **Clause 9 – Documentation Responsibility**

9.1. The Customer is solely responsible for providing all documents required for export, import, customs clearance, transit, security, compliance, cargo release and delivery.

9.2. Such documents may include commercial invoices, packing lists, certificates of origin, HS codes, EORI / VAT information, export declarations, import declarations, transit documents, licenses, permits, customs authorizations, ADR documentation, safety data sheets, temperature instructions, end-user statements, certificates and any other documents required by law, authorities, carriers or Third Parties.

9.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delays, penalties, customs fines, inspections, storage, seizure, refusal of cargo, cargo holds, non-release, failed loading, failed delivery or additional costs arising from incomplete, incorrect, late or missing documents.

9.4. If SHIPPING FREIGHT COMPANY B.V. assists with customs-related formalities, such assistance shall be performed based on information and documents supplied by the Customer and shall not relieve the Customer from responsibility for accuracy and compliance.

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## **Clause 10 – Loading, Unloading, Stowage and Securing**

10.1. Unless expressly agreed otherwise in writing, the Customer shall be responsible for loading, counting, stowage, securing, bracing, lashing and unloading of the goods, including providing suitable equipment, personnel, access and instructions.

10.2. Loading and unloading must be carried out safely, lawfully and without undue delay.

10.3. The Customer shall ensure that the goods are ready for loading at the agreed place and time and that access, labour, equipment, permits and site conditions required for loading and unloading are available.

10.4. Where the driver assists with loading, unloading, stowage or securing at the Customer's request, such assistance shall be at the Customer's risk and responsibility, unless mandatory law provides otherwise.

10.5. The Customer shall be liable for all loss, damage, delay, injury, fines, penalties, vehicle damage, cargo damage, third-party claims and additional costs arising from unsafe loading, incorrect stowage, insufficient securing, defective packaging, overweight cargo, poor weight distribution or unsafe loading/unloading conditions.

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## **Clause 11 – Packaging, Marking and Cargo Suitability**

11.1. The Customer warrants that all goods are properly packed, marked, labelled, secured, palletized where applicable and prepared for road transportation, handling, loading, unloading, warehousing and multimodal movement.

11.2. Packaging must be suitable for normal road transport risks, handling operations, vibration, stacking, temperature exposure, humidity, cross-docking and multimodal movement.

11.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for loss, damage, delay, refusal, rejection or additional charges resulting from insufficient, unsuitable, defective or non-compliant packaging.

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## **Clause 12 – Dangerous Goods and ADR Cargo**

12.1. Dangerous goods, hazardous cargo, ADR cargo, chemicals, flammable goods, explosives, radioactive material, corrosive goods, toxic substances or any restricted cargo may not be tendered without prior written disclosure and written acceptance by SHIPPING FREIGHT COMPANY B.V. and the relevant Actual Carrier.

12.2. The Customer must provide all required ADR declarations, safety data sheets, classifications, UN numbers, packing group details, emergency instructions, labels, marks and documentation.

12.3. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, cancel, return or hold any shipment if dangerous or restricted cargo has not been properly declared, documented, packed, marked, labelled or accepted by the relevant Actual Carrier.

12.4. The Customer shall indemnify SHIPPING FREIGHT COMPANY B.V. against all claims, fines, penalties, damage, loss, delay, emergency costs, environmental costs, handling costs and legal costs arising from dangerous goods, ADR cargo or restricted cargo.

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## **Clause 13 – Temperature-Controlled and Special Cargo**

13.1. Temperature-controlled, refrigerated, frozen, pharmaceutical, medical, food-grade, perishable, high-value, fragile, oversized, abnormal, time-critical or other special cargo must be declared in writing before booking.

13.2. The Customer must provide all required temperature settings, tolerances, handling instructions, cargo specifications, packaging instructions and special requirements.

13.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for temperature deviation, carrier refusal, delay, improper pre-cooling, incorrect settings, packaging failure, power interruption, equipment failure, storage condition or damage unless such liability cannot be excluded under mandatory law.

13.4. Any special equipment, reefer monitoring, temperature monitoring, survey, inspection, permit, escort, storage, security or handling costs shall be for the account of the Customer.

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## **Clause 14 – High-Value and Theft-Sensitive Cargo**

14.1. High-value, theft-sensitive, vulnerable, branded, pharmaceutical, electronics, cosmetics, tobacco, alcohol, luxury goods, high-demand consumer goods or other sensitive cargo must be declared in writing before booking.

14.2. SHIPPING FREIGHT COMPANY B.V. may refuse such cargo or require special security measures, secure parking, team drivers, GPS monitoring, sealed trailers, special routing, limited stops, security escort or additional insurance.

14.3. Failure to declare high-value or theft-sensitive cargo shall be at the Customer's sole risk and may result in refusal of service, cancellation, rate revision, additional charges or limitation of available recovery in the event of loss or theft.

14.4. Unless expressly agreed otherwise in writing, SHIPPING FREIGHT COMPANY B.V. does not guarantee guarded parking, theft prevention, armed security, team drivers, GPS tracking, direct routing or special security arrangements.

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## **Clause 15 – Sanctions, Export Control and Trade Compliance**

15.1. The Customer warrants that all goods, parties, documents, transactions, countries, origin, destination, routing, end-users and shipment-related activities comply with all applicable sanctions laws, export control regulations, customs regulations, trade compliance requirements and governmental restrictions.

15.2. This includes, without limitation, regulations imposed by the European Union, the United Kingdom, the United States, the United Nations and any other applicable authority.

15.3. The Customer warrants that neither the Customer, shipper, consignee, notify party, beneficial owner, end-user, supplier, buyer, cargo owner nor any other party involved in the shipment is subject to applicable sanctions or trade restrictions.

15.4. SHIPPING FREIGHT COMPANY B.V. reserves the right to screen shipment parties, cargo details, documents, routing and transactions against applicable sanctions, compliance databases and internal compliance procedures.

15.5. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, hold, inspect, return, cancel or terminate any shipment without liability if compliance concerns arise.

15.6. The Customer shall be responsible for all fines, penalties, customs claims, duties, taxes, seizures, delays, storage, inspections, legal costs and third-party claims arising from non-compliance.

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## **Clause 16 – Fines, Penalties and Regulatory Sanctions**

### **16.1 General Allocation Principle**

Fines, penalties, sanctions, losses, costs and expenses shall be allocated to the party responsible for the underlying cause. The Customer shall be responsible for matters related to cargo, documentation, customs, compliance, loading instructions and information provided by or on behalf of the Customer. The Actual Carrier shall be responsible for matters related to the vehicle, driver, road transport permits, traffic rules, driving time regulations, cabotage, operational performance and transport execution.

### **16.2 Customer Responsibility**

The Customer shall be fully liable for and shall indemnify and hold harmless SHIPPING FREIGHT COMPANY B.V. against all fines, penalties, sanctions, damages, losses, claims, costs and expenses imposed by public authorities, customs authorities, regulatory bodies, terminals, ports, depots, warehouses, Actual Carriers or subcontractors, where such fines, penalties, sanctions, damages, losses, claims, costs or expenses arise from or relate to:

a. incorrect, incomplete, misleading or late information or documentation provided by the Customer or parties acting on behalf of the Customer;

- b. incorrect cargo description, weight, dimensions, value, commodity, HS code or customs status;
- c. undeclared or incorrectly declared dangerous goods, ADR cargo, temperature-controlled cargo, high-value cargo, theft-sensitive cargo or restricted cargo;
- d. non-compliance with customs, export control, sanctions, ADR, environmental, safety or regulatory requirements relating to the goods;
- e. overloading, incorrect loading, improper stowage, insufficient securing, defective packaging or unsafe cargo condition where loading, stowage or securing is performed by or on behalf of the Customer;
- f. delays, failed loading, failed unloading, refusal of cargo, warehouse unavailability, lack of access, missing permits or incorrect loading/unloading instructions attributable to the Customer;
- g. instructions given by or on behalf of the Customer.

### **16.3 Actual Carrier Responsibility**

Where fines, penalties, sanctions, damages, losses, claims, costs or expenses arise directly from the acts, omissions, negligence, operational failure or regulatory non-compliance of the Actual Carrier, such amounts shall be for the account of the Actual Carrier, to the extent recoverable from the Actual Carrier under the applicable transport contract, CMR Convention, carrier terms, mandatory law or other applicable legal regime.

Such Actual Carrier responsibility may include, without limitation:

- a. driver-related violations;
- b. speeding, parking violations, traffic offences or road safety violations;
- c. breaches of driving time, rest time, tachograph or driver working time regulations;
- d. lack of valid carrier permits, licenses, vehicle documents or insurance required for the transport;
- e. cabotage violations or non-compliance with applicable road transport regulations;
- f. technical defects, unsuitable vehicle condition or failure to provide agreed equipment;
- g. unauthorized route deviation, unauthorized subcontracting or failure to follow agreed operational instructions;
- h. failure of the Actual Carrier to comply with applicable transport, safety, security or regulatory obligations.

### **16.4 Role of SHIPPING FREIGHT COMPANY B.V.**

SHIPPING FREIGHT COMPANY B.V. shall not be liable for fines, penalties, sanctions, damages, losses, claims, costs or expenses caused by the Customer, the Actual Carrier, subcontractors, authorities, terminals, warehouses or other third parties, except to the extent such liability cannot be excluded under mandatory law.

Where such amounts are initially charged to or paid by SHIPPING FREIGHT COMPANY B.V., SHIPPING FREIGHT COMPANY B.V. shall be entitled to recover such amounts from the responsible party, whether the Customer, the Actual Carrier or another liable third party.

## **16.5 No Obligation to Contest**

SHIPPING FREIGHT COMPANY B.V. shall not be obliged to contest, appeal, dispute or litigate any fine, penalty, sanction, charge or claim unless expressly agreed in writing. If SHIPPING FREIGHT COMPANY B.V. agrees to assist with contesting or appealing such matter, all related legal, administrative, translation, representation and third-party costs shall be for the account of the party responsible for the underlying matter, unless otherwise agreed in writing.

## **16.6 No Penalty Character**

Any amounts invoiced by SHIPPING FREIGHT COMPANY B.V. under this Clause shall be considered reimbursement of costs, losses, liabilities, administrative handling charges and third-party expenses, and shall not be construed as contractual penalties unless expressly stated otherwise in writing.

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## **Clause 17 – Waiting Time, Standstill and Operational Charges**

17.1. Any waiting time, standstill, failed trip, cancellation, re-routing, interruption of transport, additional stop, delayed loading, delayed unloading, refused loading, refused unloading or operational delay caused by circumstances not attributable to SHIPPING FREIGHT COMPANY B.V. shall be for the account of the Customer.

17.2. SHIPPING FREIGHT COMPANY B.V. is entitled to invoice the Customer for:

- a. waiting time and standstill charges imposed by Actual Carriers;
- b. failed trip or futile run charges;
- c. re-routing, address change or additional stop charges;
- d. parking, driver accommodation, security, terminal fees, tolls, ferries and similar costs;
- e. administrative handling costs related thereto.

17.3. Such charges shall be invoiced at the rates charged to SHIPPING FREIGHT COMPANY B.V. by the Actual Carrier or Third Party, increased by SHIPPING FREIGHT COMPANY B.V.'s reasonable administrative costs, unless otherwise agreed in writing.

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## **Clause 18 – Road Restrictions, Driving Time and Regulatory Requirements**

18.1. Road freight services may be affected by driving time regulations, rest periods, tachograph regulations, road restrictions, traffic bans, low emission zones, ferry schedules, tunnel restrictions, border queues, customs checks, police inspections, road closures, weather conditions and other regulatory or operational requirements.

18.2. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delays, fines, penalties, additional costs or operational disruptions caused by such requirements, unless liability cannot be excluded under mandatory law.

18.3. Any additional costs arising from regulatory restrictions, road closures, re-routing, mandatory rest periods, ferry delays, tunnel delays or border delays shall be for the account of the Customer unless caused by the proven fault of SHIPPING FREIGHT COMPANY B.V.

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## **Clause 19 – Freight, Charges and Rate Adjustments**

19.1. Freight and Charges shall be payable in accordance with the quotation, booking confirmation, invoice or agreed payment terms.

19.2. All quotations are subject to surcharges, accessories and third-party charges applicable at the time of service execution, including but not limited to fuel surcharge, tolls, ferries, tunnel fees, customs-related charges, waiting time, standstill, failed trip charges, storage, terminal charges, parking charges, driver accommodation, permits, escort costs, low emission zone charges and other carrier or third-party costs.

19.3. If any cost factor increases between the date of quotation and the date of service execution, SHIPPING FREIGHT COMPANY B.V. reserves the right to pass such increase to the Customer.

19.4. All foreign services are quoted based on exchange rates applicable at the time of quotation and may be adjusted due to exchange rate fluctuations, banking charges or currency conversion costs.

19.5. Unless expressly agreed otherwise in writing, duties, taxes, VAT, customs duties, governmental charges, inspections, customs examinations, storage and third-party charges are not included in freight quotations.

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## **Clause 20 – Payment, Suspension of Services and Security**

20.1. All invoices issued by SHIPPING FREIGHT COMPANY B.V. are payable strictly in accordance with the payment terms stated on the invoice.

20.2. Unless otherwise agreed in writing, all freight, local charges, customs-related charges, duties, taxes, storage, waiting time, standstill, carrier charges and related costs must be paid before cargo release, document release, delivery order release or final delivery.

20.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to suspend services, withhold cargo, documents, release instructions, delivery orders or shipment information in the event of overdue balances, payment disputes, insufficient credit approval, exceeded credit limits or any outstanding financial obligations.

20.4. The Customer shall, upon first demand, provide adequate security for any amounts due or to become due to SHIPPING FREIGHT COMPANY B.V.

20.5. Payment to a third party, broker, agent or intermediary shall not be deemed payment to SHIPPING FREIGHT COMPANY B.V. unless such party has been expressly authorized in writing by SHIPPING FREIGHT COMPANY B.V. to receive payment on its behalf.

20.6. All legal fees, debt collection costs, recovery expenses, storage costs, carrier penalties, administrative costs and third-party costs incurred due to late payment, non-payment or breach by the Customer shall be recoverable from the Customer.

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## **Clause 21 – Lien and Right of Retention**

21.1. SHIPPING FREIGHT COMPANY B.V. shall have a general and continuing lien and right of retention over all goods, documents, funds and cargo-related materials in its possession or control for all amounts owed by the Customer, Merchant or cargo interests.

21.2. Such lien and right of retention shall secure all freight, Charges, duties, taxes, advances, storage, waiting time, standstill, legal costs, collection costs and any other amounts due to SHIPPING FREIGHT COMPANY B.V., whether related to the specific shipment or to any other shipment or service.

21.3. SHIPPING FREIGHT COMPANY B.V. may exercise, enforce or transfer such lien and right of retention in accordance with applicable law and the FENEX Conditions.

21.4. Any storage, preservation, enforcement, sale, auction, legal or recovery costs incurred in connection with the lien or right of retention shall be for the account of the Customer.

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## **Clause 22 – Cargo Insurance**

22.1. Cargo insurance is not automatically included unless expressly confirmed in writing by SHIPPING FREIGHT COMPANY B.V.

22.2. If cargo insurance is requested by the Customer and accepted by SHIPPING FREIGHT COMPANY B.V., such insurance shall be arranged subject to the terms, conditions, exclusions, deductibles and limitations of the relevant insurer.

22.3. If the Customer declines or fails to request cargo insurance, the goods shall move at the Customer's own risk and subject to the liability limitations applicable under the FENEX Conditions, CMR Convention, Actual Carrier terms, national law and mandatory applicable law.

22.4. The Customer acknowledges that liability limitations may be significantly lower than the commercial, invoice or replacement value of the goods.

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## **Clause 23 – Liability of SHIPPING FREIGHT COMPANY B.V.**

23.1. SHIPPING FREIGHT COMPANY B.V.'s liability, if any, for road freight forwarding services shall be governed exclusively by the FENEX Conditions and mandatory applicable law.

23.2. SHIPPING FREIGHT COMPANY B.V. shall not be liable for loss of or damage to the goods occurring during actual road carriage, delay in road transport, theft, temperature deviation, refusal of cargo, failed collection, failed delivery or acts or omissions of Actual Carriers, except to the extent liability cannot be excluded under mandatory law.

23.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for indirect loss, consequential loss, loss of profit, loss of market, loss of sales, loss of production, loss of business opportunity, contractual penalties, reputational damage or any other indirect or consequential damage.

23.4. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay unless mandatory law provides otherwise.

23.5. If SHIPPING FREIGHT COMPANY B.V. is found liable, its liability shall be limited in accordance with the FENEX Conditions and any applicable mandatory conventions or laws.

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## **Clause 24 – Liability of Actual Carriers and Other Performing Parties**

24.1. Where the loss, damage, delay or claim occurred during a stage of carriage or handling performed by an Actual Carrier, warehouse, terminal, depot, customs broker or other Third Party, the liability of such party shall be determined by its own terms and conditions and by any applicable mandatory convention or law.

24.2. Such conventions may include, where applicable, the CMR Convention or other mandatory transport regimes.

24.3. SHIPPING FREIGHT COMPANY B.V. may, at its discretion and without assuming liability, assist the Customer in presenting claims to Actual Carriers, insurers or other Third Parties.

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## **Clause 25 – Notice of Claims**

25.1. The Customer must notify SHIPPING FREIGHT COMPANY B.V. in writing immediately upon discovery of any loss, damage, shortage, delay, customs issue, delivery discrepancy or potential claim.

25.2. Visible loss or damage must be noted at the time of delivery on the relevant CMR consignment note, proof of delivery, delivery receipt, terminal release, warehouse receipt or other receipt document.

25.3. Failure to provide timely written notice and supporting documents may prejudice or invalidate the Customer's claim.

25.4. The Customer must provide all relevant documents, including commercial invoices, packing lists, photos, delivery notes, CMR documents, survey reports, claim statements, customs documents, transport documents and evidence of cargo value.

25.5. Claims against Actual Carriers may be subject to strict time limits under the applicable CMR Convention, carrier terms, transport contract or mandatory law.

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## **Clause 26 – Delay and No Guaranteed Delivery**

26.1. SHIPPING FREIGHT COMPANY B.V. does not guarantee collection time, delivery time, transit time, customs clearance time, border crossing time, ferry departure, tunnel passage or final delivery date.

26.2. Any ETD, ETA, transit time, delivery date or schedule provided is indicative only.

26.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay caused by Actual Carriers, warehouses, customs authorities, border controls, traffic congestion, road closures, weather, strikes, ferry delays, tunnel delays, driver shortages, equipment shortages, documentation issues, compliance checks, governmental measures or other circumstances beyond its reasonable control.

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## **Clause 27 – Force Majeure**

27.1. SHIPPING FREIGHT COMPANY B.V. shall not be liable for failure, delay, disruption, cost increase or non-performance caused by circumstances beyond its reasonable control.

27.2. Such circumstances include, without limitation, war, terrorism, sanctions, embargoes, strikes, labor disputes, road closures, border delays, customs holds, governmental measures, pandemics, epidemics, natural disasters, severe weather, cyber incidents, accidents, fire, explosions, civil unrest, driver shortages, vehicle shortages, ferry disruptions, tunnel disruptions, port congestion and market disruptions.

27.3. In such circumstances, SHIPPING FREIGHT COMPANY B.V. may amend, suspend, cancel, re-route, re-quote or renegotiate any service, quotation or booking without liability.

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## **Clause 28 – Abandoned, Unclaimed or Refused Cargo**

28.1. If cargo is refused, abandoned, unclaimed, not cleared, not collected or not delivered due to Customer default, consignee refusal, customs issue, documentation issue, compliance issue, warehouse refusal or any other reason not caused by SHIPPING FREIGHT COMPANY B.V., all resulting charges shall be for the account of the Customer.

28.2. Such charges may include storage, handling, return freight, carrier charges, customs penalties, legal costs, terminal charges, disposal costs, destruction costs and third-party charges.

28.3. SHIPPING FREIGHT COMPANY B.V. may take such measures as it considers commercially reasonable to protect its position and mitigate further costs, including arranging storage, return, disposal or sale, subject to applicable law and the FENEX Conditions.

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## **Clause 29 – Confidentiality**

29.1. All quotations, rates, pricing structures, carrier details, routing solutions, commercial conditions, operational methods, Customer-specific arrangements and business information provided by SHIPPING FREIGHT COMPANY B.V. are confidential.

29.2. The Customer shall not disclose such information to competitors, carriers, agents, brokers, intermediaries or third parties without prior written consent from SHIPPING FREIGHT COMPANY B.V.

29.3. Unauthorized use, copying, forwarding, disclosure or distribution of quotations or commercial information is strictly prohibited.

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## **Clause 30 – Electronic Communication and Acceptance**

30.1. The Customer accepts that email, online forms, CRM portals, electronic signatures, digital approvals, booking instructions and other electronic communications may be used for operational and contractual purposes.

30.2. Instructions, approvals, confirmations or acceptances sent electronically shall be treated as valid and binding unless the Customer immediately objects in writing.

30.3. SHIPPING FREIGHT COMPANY B.V. shall be entitled to rely on instructions received from the Customer's employees, representatives, agents, email addresses, systems or authorized communication channels.

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## **Clause 31 – Indemnity**

31.1. The Customer shall indemnify and hold SHIPPING FREIGHT COMPANY B.V. harmless against all claims, losses, penalties, fines, liabilities, damages, costs and expenses arising from:

- a. inaccurate cargo information;
  - b. incorrect or late documents;
  - c. customs or regulatory non-compliance;
  - d. sanctions or export control violations;
  - e. dangerous goods, ADR cargo or undeclared cargo;
  - f. improper packing, marking, labelling, loading, stowage or securing;
  - g. incorrect weight, dimensions or cargo description;
  - h. non-payment or late payment;
  - i. abandoned, refused or unclaimed cargo;
  - j. claims by shippers, consignees, cargo owners or third parties;
  - k. any breach of these Terms by the Customer or Merchant.
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## **Clause 32 – No Waiver**

32.1. Failure by SHIPPING FREIGHT COMPANY B.V. to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other right.

32.2. Any waiver, amendment or deviation from these Terms shall be valid only if expressly agreed in writing by an authorized representative of SHIPPING FREIGHT COMPANY B.V.

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## **Clause 33 – Severability**

33.1. If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain valid and enforceable.

33.2. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the commercial and legal intention of the original provision.

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## **Clause 34 – Governing Law and Dispute Resolution**

34.1. These Terms, and all services performed or arranged by SHIPPING FREIGHT COMPANY B.V., shall be governed by Dutch law, unless mandatory law provides otherwise.

34.2. Any dispute arising out of or in connection with quotations, bookings, services, invoices, cargo, claims or any other activity performed or arranged by SHIPPING FREIGHT COMPANY B.V. shall be resolved in accordance with the dispute resolution provisions of the applicable FENEX Conditions, including the arbitration clause, unless mandatory law provides otherwise.

34.3. The inclusion of the United Kingdom within the geographic scope of these Terms shall not alter SHIPPING FREIGHT COMPANY B.V.'s status as freight forwarder, nor shall it create carrier liability for SHIPPING FREIGHT COMPANY B.V. under UK law.

34.4. SHIPPING FREIGHT COMPANY B.V. reserves the right to bring debt collection proceedings, payment claims, lien enforcement actions or urgent protective measures before any competent court where permitted by applicable law.

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## **Clause 35 – Entire Agreement**

35.1. These Terms, together with the applicable quotation, booking confirmation, invoice, FENEX Conditions, Actual Carrier terms and any written agreement signed by SHIPPING FREIGHT COMPANY B.V., constitute the contractual framework governing the Services.

35.2. In the event of inconsistency between these Terms and any Customer purchase order, Customer standard terms, email footer, portal terms or other Customer document, these Terms shall prevail unless SHIPPING FREIGHT COMPANY B.V. expressly agrees otherwise in writing.

35.3. Customer terms and conditions shall not apply unless expressly accepted in writing by SHIPPING FREIGHT COMPANY B.V.

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# **SCHEDULE OF ROAD CHARGES**

## **EU & UK**

### **SHIPPING FREIGHT COMPANY B.V.**

This Schedule of Road Charges forms an integral part of the Road Freight Forwarding, Booking and Service Terms and Conditions of SHIPPING FREIGHT COMPANY B.V. and applies to all road freight forwarding services arranged by SHIPPING FREIGHT COMPANY B.V. within the European Union, the United Kingdom and any related cross-border road freight operations.

All charges set out herein apply in addition to the agreed freight rates, unless expressly agreed otherwise in writing.

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## **1. General Principles**

1.1. All charges reflect costs and surcharges commonly imposed by Actual Carriers, terminals, authorities, warehouses, depots and other service providers.

1.2. All amounts charged under this Schedule are deemed service charges, operational charges and cost reimbursements and shall not be construed as contractual penalties.

1.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to amend this Schedule from time to time. The Schedule applicable shall be the version valid at the time of booking or service execution.

1.4. Where an Actual Carrier or Third Party charges an amount higher than the amount stated in this Schedule, SHIPPING FREIGHT COMPANY B.V. shall be entitled to invoice the actual amount charged by the Actual Carrier or Third Party, together with reasonable administrative handling costs.

1.5. All charges are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

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## **2. Waiting Time and Standstill**

Unless otherwise agreed in writing, the following free time applies:

**Loading:** 2 hours

**Unloading:** 2 hours

After expiry of free time, the following minimum charges apply:

**Waiting time:** minimum EUR 75 per commenced hour per vehicle, or actual carrier cost, whichever is higher.

**Standstill / overnight detention of vehicle:** minimum EUR 350 per calendar day, or actual carrier cost, whichever is higher.

**Weekend or public holiday standstill:** minimum EUR 450 per calendar day, or actual carrier cost, whichever is higher.

All waiting time and standstill charges are calculated per vehicle and per commenced hour or day.

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### 3. Failed Trip / Futile Run

Where loading or unloading cannot be performed due to circumstances not attributable to SHIPPING FREIGHT COMPANY B.V., including but not limited to cargo not being ready, incorrect address, missing documentation, lack of access, warehouse refusal, consignee refusal or customs/documentation issues, the following charges apply:

**Failed trip / futile run:** minimum EUR 1,000 per vehicle, or actual carrier cost, whichever is higher.

**Plus:** all waiting time, standstill and additional costs incurred.

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### 4. Route Changes and Additional Services

Any Customer-requested changes after booking confirmation may give rise to additional charges as follows:

**Change of delivery address or re-routing:** actual costs plus an administrative fee of minimum EUR 150.

**Additional stop(s):** on request, at cost plus administrative fee.

**Storage or temporary holding:** at cost plus administrative fee.

**Change of loading or delivery date:** actual costs plus administrative fee where applicable.

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## 5. Time-Sensitive and Special Deliveries

**Fixed delivery time window:** on request.

**Night delivery between 22:00 and 06:00:** minimum EUR 150 to EUR 300, or actual carrier cost, whichever is higher.

**Weekend or public holiday delivery:** on request.

**Express / dedicated vehicle service:** on request.

**Direct delivery without transshipment:** on request and only if expressly confirmed in writing.

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## 6. Dangerous Goods, Temperature-Controlled and Special Cargo

**Dangerous goods / ADR:** on request, at cost.

**Temperature-controlled transport:** on request, at cost.

**High-value or theft-sensitive cargo:** security surcharge may apply.

**Out-of-gauge, abnormal or oversized loads:** permit, escort, route survey and handling costs at cost.

**Special equipment:** at cost.

**Additional security requirements:** at cost.

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## 7. Tolls, Fuel and Regulatory Charges

7.1. Road tolls, road taxes, tunnel fees, ferry charges, congestion charges, low emission zone charges, parking fees, border charges and similar expenses shall be charged at actual cost, unless expressly included in the agreed freight rate.

7.2. A fuel surcharge may be applied depending on market conditions.

7.3. Any newly introduced regulatory, environmental, CO<sub>2</sub>-related, road usage, low emission, customs, border or governmental charges shall be for the account of the Customer unless expressly agreed otherwise in writing.

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## 8. Fines, Penalties and Third-Party Costs

8.1. All fines, penalties, sanctions and third-party costs imposed by public authorities, customs authorities, regulatory bodies, terminals, ports, depots, warehouses, Actual Carriers or subcontractors shall be allocated to the party responsible for the underlying cause of such fine, penalty, sanction or cost.

8.2. The Customer shall reimburse SHIPPING FREIGHT COMPANY B.V. in full for any fines, penalties, sanctions, costs or expenses arising from incorrect or incomplete documentation, inaccurate cargo information, overweight cargo, undeclared ADR cargo, improper loading or securing by or on behalf of the Customer, customs non-compliance, sanctions or export control issues, warehouse refusal, failed loading or unloading, or any instruction, omission or breach by the Customer.

8.3. Where fines, penalties, sanctions, costs or expenses arise directly from the acts, omissions, negligence, traffic offences, driver violations, regulatory non-compliance, lack of permits, vehicle defects, cabotage violations or operational failure of the Actual Carrier, such amounts shall be for the account of the Actual Carrier to the extent recoverable from the Actual Carrier under the applicable transport contract, CMR Convention, carrier terms, mandatory law or other applicable legal regime.

8.4. If SHIPPING FREIGHT COMPANY B.V. is required to pay any such amount in the first instance, SHIPPING FREIGHT COMPANY B.V. shall be entitled to recover the amount from the responsible party, together with reasonable administrative handling costs, legal costs, recovery costs and third-party expenses.

8.5. Unless otherwise agreed in writing, SHIPPING FREIGHT COMPANY B.V. shall not be obliged to contest or appeal fines, penalties, sanctions or third-party claims.

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## **9. Currency and Taxes**

9.1. All charges are stated in euro (EUR) unless agreed otherwise.

9.2. VAT and any other applicable taxes shall be charged in accordance with applicable law.

9.3. All charges are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

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## **10. Applicability**

10.1. This Schedule applies to all road freight forwarding services arranged by SHIPPING FREIGHT COMPANY B.V., irrespective of whether such services constitute a standalone road transport operation or form part of a multimodal or combined transport solution.

10.2. This Schedule applies in addition to the agreed freight rate, quotation, booking confirmation, invoice, Road Freight Forwarding, Booking and Service Terms and Conditions, FENEX Conditions and applicable Actual Carrier terms.

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## Company Details

### **SHIPPING FREIGHT COMPANY B.V.**

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