

**GENERAL TERMS AND CONDITIONS OF BUSINESS OF**  
**SCHUT-COPEX B.V.**  
**LOCATED IN HILLEGOM**

**APPLICABILITY**

- 1a. These General Terms and Conditions apply, with due observance of the provisions stipulated in Article 1b of these conditions, to all agreements concluded by Schut-Copex B.V. in the operation of its business, to negotiations and correspondence aimed at the realisation of such contracts, and to all practices, services and activities performed in the operation of the business. By placing an order with Schut-Copex B.V., the client accepts these General Terms and Conditions to the exclusion of other terms and conditions.
- 1b. Schut-Copex B.V.'s General Terms and Conditions for Industrial Packaging (most recent version) as filed in the Registry of the District Court in Haarlem apply to all orders accepted by Schut-Copex B.V. and to work performed pertaining to industrial packaging.  
The General Terms and Conditions stipulated in this article are available on request from Schut-Copex B.V.
2. In accordance with the nature of the activities set out in Article 3 of the present terms and conditions,  
the standard conditions stated under the activities in said article apply as at the time the agreement was concluded between Schut-Copex B.V. and the client. If and to the extent that the provisions in Articles 4 to 10 of these conditions deviate from or are in conflict with the items in Articles 3a to i of the stipulated standard conditions, the provisions in Articles 4 to 10 of the present terms and conditions take precedence.

**STANDARD CONDITIONS**

3. The following standard conditions apply to the following activities:
  - a. Consumer removals (i.e. not commercial removals) within a building, consumer removals involving transport exclusively by road, or consumer removals involving a combination and providing these removals take place within, from or to the Netherlands:

**[GENERAL TERMS AND CONDITIONS FOR REMOVALS \(AVVV 2015\).](#)**

- b. Commercial removals (i.e. not consumer removals) within a building, commercial removals involving transport exclusively by road, or commercial removals involving a combination and insofar as these removals take place within the Netherlands:

**[GENERAL TERMS AND CONDITIONS FOR COMMERCIAL REMOVALS \(AVB\).](#)**

N.B.: The CMR applies to international commercial removal, as do those provisions of the present General Terms and Conditions that do not conflict with the CMR (see paragraph F).

- c. Storage of removal goods and/or furniture and/or personal items and/or parts thereof within the Netherlands:

**[GENERAL TERMS AND CONDITIONS OF SAFEKEEPING OF REMOVAL GOODS \(AVBV 2015\).](#)**

- d. Storage of items other than removal goods, furniture and/or personal items within the Netherlands:

**The [FENEX](#) (Netherlands Association for Forwarding and Logistics) Dutch Warehousing Conditions, most recent version, filed in the Registry of the District Court in Rotterdam.**

- e. All transportation of items that are not removal goods, furniture and/or personal items, by road or otherwise within the Netherlands:

**The General Terms and Conditions of Transport 2002 ([AVC](#)), most recent version, filed in the Registry of the District Courts in Amsterdam and Rotterdam.**

- f. The transport of goods (i.e. not removal items, furniture and/or personal items) by road or by means of vehicles, when the place of acceptance of the goods and the place designated for delivery as stated in the contract are located in two different countries, of which at least one is in the country of a party to the Convention, regardless of the residence or nationality of the parties:

**Convention on the Contract for the International Carriage of Goods by Road ([CMR conditions](#)), concluded in Geneva on 19 May 1956, most recent version.**

These conditions also apply to international commercial removals.

- g. Stock management and distribution:

**The [FENEX](#) (Netherlands Association for Forwarding and Logistics) Terms and Conditions for Value Added Logistics, most recent version, filed in the Registry of the District Court in Rotterdam.**

- h. Industrial packaging:

**The Schut-Copex B.V. General Terms and Conditions for Industrial Packaging, most recent version, filed in the Registry of the District Court in Haarlem.**

- i. When Schut-Copex B.V. acts as a forwarding agent – and furthermore for all other activities, including those not classed as specific forwarding activities – as well as if and insofar as the standard conditions stipulated in the present article, sections a to h, do not apply:

**The [FENEX](#) (Netherlands Association for Forwarding and Logistics) General Terms and Conditions, also referred to as the Dutch Forwarding Conditions, most recent version, filed in the Registry of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam.**

The standard conditions stipulated in this article are available on request from Schut-Copex B.V. and shall be sent free of charge on request. In case of any doubt as to the applicable conditions, Schut-Copex B.V. reserves the right to make a binding decision in this regard for all parties involved. Should (one of) the above conditions be amended, they shall apply in their amended form after the amendment has entered into effect for orders accepted by Schut-Copex B.V.

#### **TRANSPORT OTHER THAN BY ROAD**

- 4. Transport by sea or inland waterways, by rail or by air – as well as transport by road outside Europe – whether as part of a removal or otherwise, shall never be performed by Schut-Copex B.V. itself. In the event of transportation of this kind, Schut-Copex B.V. shall serve exclusively as a forwarding agent and the conditions stipulated in Article 3i shall apply.

#### **CMR WAYBILL**

- 5. A CMR waybill shall be drawn up for all international consumer removals by road. However, the General Terms and Conditions for Removals 2006 apply to any such removals, including if a CMR waybill is signed by the mover and/or submitted to the client by the mover.



## **EXCLUSION OF LIABILITY**

6. a. In the event of storage or safekeeping outside the Netherlands, Schut-Copex B.V. shall not be liable for damage and/or loss and/or delay and/or costs and/or other harm whenever, however and wherever it occurs.
- b. In the event of the takeover of transport and/or takeover by Schut-Copex B.V. of (removal) goods and/or in the event that removal and/or transport is agreed over part of a route only with Schut-Copex B.V. – notwithstanding the provisions in Articles 3 and 4 of the present conditions – Schut-Copex B.V. shall not be liable for any damage to and/or loss of items, unless the client proves that the damage to and/or loss of the items occurred in the period that the items were under the guardianship of Schut-Copex B.V., in which case the provision in Articles 3 and 4 of the present conditions shall apply.
- c. Schut-Copex B.V. shall not be liable for any consequential damage.

## **INSURANCE**

7. Schut-Copex B.V. shall insure the items only if the client gives Schut-Copex B.V. written instructions to do so prior to the start of the activities. In the event of an order to that effect, the client undertakes to declare to Schut-Copex B.V. in writing as to the sum to be insured. The client also undertakes to provide Schut-Copex B.V. with a separate list of all items estimated to be valued at more than €500.00 per item as well as an indication of the estimated value of the individual items. Schut-Copex B.V. undertakes to insure the items to the declared amounts under the usual conditions. Schut-Copex B.V. shall not be liable for any damage, loss, costs or other harm resulting from an insufficient or otherwise incorrect declaration by the client of the items to be insured.

## **REPAYMENT TERM**

8. a. The client undertakes to settle all invoices issued by Schut-Copex B.V. within 14 (fourteen) days of the date of invoice.
- b. The client may not appeal to SCHUT-COPEX B.V. with regard to previous orders, whether deferral of payment which exceeds the period of fourteen days is expressly granted or not.

## **SAFEGUARD CLAUSE REGARDING CUSTOMS DECLARATIONS**

9. In the event that the client instructs Schut-Copex B.V. to perform customs declarations and/or other customs formalities and Schut-Copex B.V. accepts and performs this task, the client undertakes – if the customs authorities and/or the tax authorities and/or any other competent public authority pertaining to the performance of the task lays a claim against Schut-Copex B.V. in the form of levies, customs duties, excise duties, fines and/or otherwise – to indemnify Schut-Copex B.V. for this, unless the client proves that such a claim is the result of an act or omission by Schut-Copex B.V. committed either with the intent to cause the claim or committed recklessly in the knowledge that the claim would probably arise as a result. Unless agreed otherwise in writing, the provision to Schut-Copex B.V. of data required to perform customs declarations and/or customs formalities shall imply an order to perform such formalities.

## **JURISDICTION**

10. Contrary to the standard conditions stipulated above in Article 3 with regard to the competent court or arbitration, disputes between the client and Schut-Copex B.V. with regard to the agreements concluded between them, negotiations and correspondence undertaken and

with regard to the practices, services and activities of Schut-Copex B.V. may only be submitted (in the first instance) to the competent court in Haarlem.

#### **STATUTE OF LIMITATIONS**

11. Unless otherwise stipulated in Article 3 of the abovementioned standard conditions, all rights of action against Schut-Copex B.V. shall expire one year after the order and/or activities are performed by Schut-Copex B.V. or if it is certain that the order and/or activities shall not be performed.