

GENERAL CONDITIONS

Abridged version.

Article 1 scope of action

1.1

Ro-Ro Shipping acts as agent only so that there is an agreement between client or their representative and carrier. Ro-Ro Shipping is not party to the contract in this agreement, unless otherwise agreed in writing.

Article 2 Prices

2.1

If Ro-Ro Shipping charges all in or forfeiting rates, these rates will be considered to include all general costs that Ro-Ro Shipping would account in the regular fulfillment of the contract. Unless otherwise stipulated the all in or forfeit rates will not include: taxes and levies, consultant and legal costs, cost made in drawing up bank guarantees and insurance premiums.

Article 3 Extra costs

3.1

All cost due to insufficient time for loading and / or unloading such as demurrage will be billed to the client or their representative, including those instances when Ro-Ro Shipping has accepted the bill of loading and / or the charter party without protest. Unforeseeable expenses and higher wages rising from transport companies proceeding in the evening, night, on Saturday or Sunday or on a holiday, when in accordance with any clause in the transport documents, are not included in the price, unless they have been specifically stipulated. The client or their representative will reimburse Ro-Ro Shipping these costs.

Article 4 Commercial papers / data

4.1

The client or their representative will make sure that goods, documents and instructions arrive at the designated place on time in accordance with the agreement. Failing this, Ro-Ro Shipping has the right to claim damages from the client or their representative.

4.2

Ro-Ro Shipping is authorized but not obliged to investigate if the commercial papers are correct and complete.

Article 5 Liability

5.1

All proceedings and activities are for the account and risk of the client or their representative. Ro-Ro Shipping is never responsible for damages and / or theft of the goods to be transported, from the time these goods are stored / warehoused for transportation. This included the pre-transport of the goods to the area where the goods are to be stored / warehoused.

5.2

Ro-Ro Shipping's liability is in any case limited to € 4.500,00 for any event or chain of events with the same cause. With the understanding that in case of damage, loss of value or loss of the in the order included goods, the liability will be limited to € 0,45 per kilo damaged of lost gross weight with a maximum of € 340,00 per dispatch.

5.3

Ro-Ro Shipping is never responsible for missed profit effecting damage and immaterial damage.

Article 6 Delivery

6.1

Mere mention of time of delivery is not binding.

Article 7 Payment

7.1

The client or their representative is obliged to pay Ro-Ro Shipping in cash for freights, rights, returns etc. on receiving shipping papers (cash against documents).

7.2

If the client or their representative does not promptly pay after the order or the applied credit term, Ro-Ro Shipping is authorized to account the legal monthly interest.

7.3

The client or their representative will at all times reimburse Ro-Ro Shipping claims and extra claims due to incorrect levies on freights and costs.

7.4

The client or their representative is not authorized to claim settlement from Ro-Ro Shipping regarding accounts based on an agreement between Ro-Ro Shipping and client or their representative.

Article 8 Collect shipping

8.1

The client or their representative is obliged to collect the to be transported goods within one month after arrival and to have collected the shipping documents. Failing this, our local agent is authorized to sell the goods to meet our transportation costs.

Article 9 Lien / security

9.1

Ro-Ro Shipping is authorized to retain goods, documents and money on account and at the risk of the client or their representative and / or owner, until it's claims have been fulfilled, or if the goods have been shipped on to withdraw the owed amount or to draw a bill of exchange on the transshipment documents.

9.2

Ro-Ro Shipping cannot be held liable for any damage incurred by the client or their representative as a result of the damage or loss of goods present in the items that are to be shipped. Neither can Ro-Ro Shipping be held liable for any possible fines and / or expenses imposed in connection to these stored goods.

Article 10 special clauses concerning storage of goods

10.1

If cars, vans, trucks and / or other goods are stored on terrain managed by Ro-Ro Shipping, the client or their representative will be held responsible for the extra costs, if the agreed storage time is exceeded irrespective of who is at fault.

Article 12 law and competence

12.1

All agreements, subjected to these conditions and all disputes resulting from them, are subject to Dutch law.

12.2

All disputes that may arise between parties will be decided at the option of Ro-Ro Shipping or put before the regular judge in Amsterdam, if the dispute is within the competence of the court.

Article 13 concluding clause

13.1

Conform to law each claim on Ro-Ro Shipping expires and is cancelled after the single course of six (6) months.