

FRAMEWORK CONTRACT FOR LOGISTICS SERVICES

Public version

The undersigned,

1., with its registered office (in *only enter if place of registration deviates from place of establishment*) and place of business in, duly represented for the purposes of this document by Mr / Ms in the position of, hereafter referred to as the Client,

and

2., with its registered office in and place of business in (*only enter if place of registration deviates from place of establishment*), duly represented for the purposes of this document by Mr / Ms in the position of, hereafter referred to as the Logistics service provider,

hereafter jointly referred to as the Parties,

whereas the Client will instruct the Logistics service provider, which instructions will be accepted by the latter, to perform further defined Logistics activities subject to the Conditions below,

whereas the definitions stated in Article 1 of the Logistics Services Conditions ('LSV 2014') also apply to the Agreement,

declare to have agreed as follows.

Article 1: description of Goods

The Client instructs the Logistics service provider to perform Logistics activities with regard to, among others, the following Goods:

-
-
-

The Parties can also set out the above description in an appendix, possibly stating and describing the particular characteristics of the Goods that are of importance to the Logistics service provider in performing the Logistics activities. The text of this article will in that case read as follows:

The Client instructs the Logistics service provider to perform Logistics activities as described in Appendix X, which is attached to this Agreement and forms an integral part hereof.

Article 2: description of Logistics activities

Subject to the provisions of this Agreement, the Logistics service provider will in the region operate on behalf of the Client as its Logistics service provider and will with regard to the Goods of the Client perform Logistics activities such as:

- transport with regard to the following sections:
 - road transport
 - maritime transport
 - transport by inland waterways
 - rail transport
 - air freight

- Freight forwarding with regard to the following sections:
 - road transport
 - maritime transport
 - transport by inland waterways
 - rail transport
 - air freight

- Customs formalities and / or tax representation
- ... (for example 'storage')
- ... (etc.)
- ... (etc.)

If the Parties agree that the Logistics service provider, whether or not personally, will take care for the transport of the Goods, it is important to unambiguously determine whether this concerns transport or Freight forwarding, because of the various applicable liability regimes. Besides Freight forwarding, a deviating liability regime also applies to Customs formalities and/or tax representation, it is therefore important to explicitly agree on this Logistics activity. The other agreed Logistics activities must also be stated.

The Parties can also set out and describe matters, possibly including the operational course of events, in a document, such as a 'Service Level Agreement' or an 'Operating Manual' / 'Operating Procedure'. The text of this article will in that case read as follows:

A(n) (name of document) is attached as Appendix X to this Agreement and forms an integral part hereof. If and insofar as the provisions of the (name of document) deviate from or are contrary to the provisions of the Agreement, the provisions of the Agreement will apply to the Parties with the exclusion of the deviating or contrary provisions in the (name of document).

Article 3: handing over the Goods

The Goods, together with the required documents, are made available by the Client to the Logistics service provider or its Auxiliary persons at the place, time and in the manner as described below:

.....

The Parties must agree on the manner and conditions under which the Goods will be taken over by the Logistics service provider. This concerns matters such as the loading address, timeframe, further provisions regarding the loading process, the packaging of the Goods, the stowage, applicable inspections and which documents must be provided by which Party.

If the Parties make use of a Service Level Agreement' or an 'Operating Manual' / 'Operating Procedure', the text of this article will read as follows:

The Goods, together with the required documents, will be made available by the Client to the Logistics service provider or its auxiliary persons at the place, time and in the manner as described in the (name of document), which is attached as Appendix X to the Agreement.

Article 4: Conditions

Insofar as not deviated therefrom in the Agreement, the Logistics Services Conditions, in the version as filed with the court registry of the district court of Rotterdam at the time of the conclusion of the Agreement, will, exclusively and with exclusion of any conditions of the Client, apply to the Logistics activities to be performed by the Logistics service provider on behalf of the Client. The aforementioned Conditions are attached as [Appendix X](#) to the Agreement and form an integral part thereof.

If the Logistics service provider, in connection with the Agreement, commits to Freight forwarding of Goods, this Logistics activity is governed exclusively, with the exclusion of any conditions of the Client, by the Dutch Forwarding Conditions, in the version as filed with the court registry of the district courts of Amsterdam, Arnhem, Breda and Rotterdam at the time of conclusion of the Agreement.

If the Logistics service provider, in connection with the Agreement, commits to perform Customs formalities and / or tax representation, such Logistic activity will be based on the power(s) of attorney attached as [Appendix X](#) and [Appendix X](#), respectively, to the Agreement and forming an integral part thereof. This Logistics activity is governed exclusively, with the exclusion of any conditions of the Client, by the Dutch Forwarding Conditions.

The Dutch Forwarding Conditions are attached as [Appendix X](#) to the Agreement and form an integral part thereof.

Article 5 – duration and termination of the Agreement

The Agreement is entered into for an indefinite period of time, commencing on .. - .. - 20...
The Agreement can be terminated in full or in part during the first three years after the Agreement has commenced, by giving notice thereof at least six months in advance. For every subsequent year, the notice period of the Client is extended by ... month, up to a maximum notice period of ... months, and that of the Logistics service provider by ... month, up to a maximum notice period of ... months.

Or:

The Agreement is entered into for a fixed term, namely ... months / years, commencing on .. - .. - 20... If the Agreement is not terminated in full or in part .. months before the end of the Agreement, it will be tacitly renewed by a period of .. months / years.

The Agreement must be terminated in writing, stating grounds.

Article 6: early termination of the Agreement

The Parties can, further to a written request of the Client, agree on early termination of the Agreement and / or agree on termination of the Agreement in full or in part without observance of the aforementioned notice period.

Because of applicable competition regulations, no general rules can be determined regarding possible compensation of damages caused by the (early) termination of the Agreement payable by the Client. You are advised to obtain advice on this subject.

Article 7: Auxiliary persons

If the Logistics service provider uses Auxiliary persons in the performance of the Logistics activities, the Parties explicitly agree that all announcements and other forms of communication regarding the performance of the Agreement will not be done by or through these auxiliary persons, but instead by the Logistics service provider in the following manner:

.....

If the Parties make use of a Service Level Agreement' or an 'Operating Manual' / 'Operating Procedure', the text of this article will read as follows:

If the Logistics service provider uses Auxiliary persons in the performance of the Logistics activities, the Parties explicitly agree that all announcements and other forms of communication regarding the performance of the Agreement will not be done by or through these Auxiliary persons, but by the Logistics service provider in the manner determined in (name of documents), which is attached as **Appendix X** to the Agreement.

Article 8: Prices

Because of applicable competition regulations, no general rules can be determined regarding the composition of fees, charges, surcharges, costs, etc., or any periodic adjustments thereto to be agreed upon and / or to be calculated. You are advised to obtain advice on this subject.

Article 9: volume guarantee

Because of applicable competition regulations, no general rules can be determined regarding a possible volume guarantee to be given by the Client and the (financial) consequences of non-fulfilment thereof. You are advised to obtain advice on this subject.

Article 10: payment

The Logistics service provider will invoice monthly in arrears, by no later than on the ..th day of the month, for the Logistics activities and related costs that have been performed in the previous month. The Parties agree to a term of payment of .. days. Payments will take place in ... (currency).

Article 11: electronic data exchange

The Parties will provide one another with all information necessary for the performance of the Agreement, subject to the following conditions:

.....

If the Parties have included a Service Level Agreement' or an 'Operating Manual' / 'Operating Procedure' as [Appendix X](#), the text of this article will read as follows:

The Parties will provide one another with all information necessary for the performance of the Agreement, subject to the conditions and in the manner as described in the (name of document) which is attached as [Appendix X](#) to the Agreement.

The Logistics service provider will make storage capacity available to the Client and will take care of the storage of the provided information, subject to the following conditions:
..... (capacity, term and whether or not for the account of the Client).

If the storage capacity is at risk of being exceeded and / or the term is about to end, the Logistics service provider will notify the Client thereof, giving notice at least .. months before

the time the storage capacity is expected to be exceeded and / or the end of the term. The Parties agree to increase the storage capacity and / or to extend the term subject to the following conditions:

.....

Article 12: duty of confidentiality

The Parties will, also after termination of the Agreement, observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to the competent authorities and information exchange with third parties as a part of normal business operations.

Because of applicable competition regulations, no general rules can be determined regarding any financial compensation/damages to be paid in case of non-fulfilment of the duty of confidentiality. You are advised to obtain advice on this subject.

The Parties will inform their Auxiliary persons, subordinates and engaged third parties of the aforementioned duty.

Article 13: insurance of Goods

The Client can request the Logistics service provider in writing (*optional*: for the account of the Client) to insure the (*or*: specific) Goods against risks specified in writing, based on internationally common insurance terms, insofar as the Logistics service provider can, in all reasonableness, comply with said request. The request is attached as [Appendix X](#) to this Agreement and forms an integral part hereof. The Logistics service provider will at the request of the Client provide a copy of the insurance certificate.

Article 14: cash on delivery

If the Parties agree that the (*or*: specific) Goods will be delivered COD, the amount thereof will not be higher than the invoice value of the Goods. The Logistics service provider will deliver the Goods against COD or direct bank payment (PIN).

If the Client stipulates a different manner of payment, the last sentence will read as follows:

If the Parties agree that the Goods will be delivered against a different manner of payment than COD or direct bank payment (PIN), the Logistics service provider is not obliged to verify the correctness and authenticity of this manner of payment or the identity of the addressee.

If it appears that the addressee cannot or will not make COD payment in the manner instructed by the Client to the Logistics service provider, the latter will ask further instructions from the Client. (*optional*: The costs related to asking for instructions are for account of the Client.)

The Logistics service provider will pay the collected COD funds, under deduction of the amounts owed by the Client to the Logistics service provider under the terms of the Agreement and the Conditions applicable thereto, including the COD fee, to the client within (*term*), which term will commence on the day that the Goods are delivered in the following manner:

.....

If the Goods are delivered without COD collection and no instruction is requested, the Logistics service provider will compensate the Client for any losses up to the COD amount, unless the Logistics service provider can prove that there is no fault on the part of itself or its Auxiliary persons.

Because of applicable competition regulations, no general rules can be determined regarding whether or not a COD fee should be charged to the client for activities consisting of or related to the collection of COD. You are advised to obtain advice on this subject.

Article 15 - load carriers / packing

The Parties agree that the Logistics service provider has a limited obligation of best endeavours with regard to the exchange of load carriers. Load carriers are defined as:

.....

Type of crates, pallets, roll containers, CC trolleys, etc., including size, composition, codes, colours, etc.

The Client will instruct the addressee to furnish the Logistics service provider with the same quantity of the same type and comparable quality of load carriers, in such a manner that

these can be loaded practically immediately after delivery of the Goods. The obligation to return load carriers to the client rests exclusively on the addressee.

If (part of) the load carriers are not made available (on time), the duty of best endeavours of the Logistics service provider will lapse. The Logistics service provider or its Auxiliary persons will record the difference between the delivered and returned load carriers on the consignment note. The Logistics provider or its Auxiliary persons are entitled to refuse load carriers that deviate significantly from the required quality level or type.

If the Logistics service provider, when taking delivery of the Goods, hands in own load carriers to the Client and does not in return receive any or sufficient load carriers of the same type and comparable quality, the Client will indemnify the Logistics service provider in the form of load carriers and/or (supplementary) compensation of damages.

The Logistics service provider will – at addressee level – maintain a pallet administration that provides insight into the flow of incoming and outgoing load carriers. The Logistics service provider will at the request of the Client and within a term of two weeks from the start of each new quarter submit a copy of the administration to the Client. The Client will within a term of 14 days, calculated from the date of receipt, check this copy for accuracy, but cannot call upon any defect in the administration if the Client subsequently fails within a period of 21 days to object in writing to the Logistics service provider.

Because of applicable competition regulations, no general rules can be determined regarding the (not) charging of a surcharge to the client for activities consisting of or related to the exchange of load carriers. You are advised to obtain advice on this subject.

Article 16: gases in containers

The Logistics service provider is obliged under national laws and regulations to check container flows for the presence of gases and / or other forms of hazardous and / or poisonous substances, in order to protecting its subordinates, Auxiliary persons and the environment, etc. Incoming containers are subjected to inspections in the form of gas measurements. If unacceptable values are ascertained, the container will be degassed in accordance with national laws and regulations.

Article 17 – dispute resolution / arbitration and applicable law

Any dispute arising from or related to the Agreement and the Conditions applicable thereto will be submitted exclusively to arbitration in Rotterdam in accordance with the TAMARA arbitration regulations, with the exception of claims up to € 25,000 and undisputed claims, which will be submitted to the competent court in Rotterdam.

No appeal can be made to aforementioned exceptions if the Client has its registered office in a country outside the EU.

The arbitrators will, where applicable, apply the provisions of international transport treaties, including the convention on the international carriage of goods by road (CMR). The Client guarantees the Logistics service provider that the unloader, the addressee and the other parties with an interest in the Goods will in case of damage to the Goods and / or delay in the delivery thereof be bound to the provisions of this clause.

The Agreement and the applicable Conditions are governed by Dutch law.

Article 18: other

The Agreement, including the attached appendices and Conditions applicable thereto, will take the place of all preceding verbal and written arrangements or agreements regarding the defined Logistics activities and will serve as the full agreement between the Parties.

If and insofar as the provisions of the Conditions applicable to the Agreement deviate from or are contrary to the provisions of the Agreement, the provisions of the Agreement will apply between the Parties with the exclusion of the deviating or conflicting provisions of the conditions applicable to the Agreement.

The Parties agree that if any provision of the Agreement is void or unenforceable, such will not affect the validity of the remaining provisions. The void provision will be replaced by a provision that best corresponds with the intention and economic effect of the original provision.

Article 19: appendices

The following appendices are attached to the Agreement and form an integral part thereof:

- Appendix X: Logistics Services Conditions ('LSV 2014')
- Appendix X: Dutch Forwarding Conditions

- Appendix X:
-
-

The Client declares to have received the aforementioned appendices, dated .. - .. - 20..:

..... (*name and signature*)

Thus agreed, drawn up in duplicate and signed in, dated .. - .. - 20..

Client: (*name, address, signature and company stamp*)

Logistics service provider: (*name, address, signature and company stamp*)