

Safe Food, Healthy People

Enabling the food industry to accelerate

GENERAL TERMS AND CONDITIONS

H&S Group B.V., Baron van Nagellstraat 144-146, 3771 LL Barneveld
Netherlands Chamber of Commerce Reg. No. 08160478

DEFINITIONS

In these general conditions, the following capitalized terms have the following meaning, unless explicitly stated otherwise:

General Terms and Conditions:

These General Terms and Conditions of H&S Group

ATCN Terms and Conditions:

General Tank Cleaning Terms and Conditions of the Association of Tankcleaning Companies Netherlands in The Hague. Filed at the registry of the District Court of The Hague on 18 June 2001 and published at [ATCN-Terms-and-Conditions.pdf](#);

AVC Terms and Conditions:

General Transportation Terms and Conditions of the Stichting Vervoeradres in The Hague (AVC 2002 version 2015). Filed at the registry of the District Court of Amsterdam (under number 81/2014) and Rotterdam (under number 2/2015) and published at [AVC-Terms-and-Conditions.pdf](#);

CMR Convention:

Convention on the contract for the International Carriage of Goods by road (CMR) published at [CMR.pdf](#);

Dutch Forwarding Conditions:

Dutch Forwarding Conditions, General Terms of FENEX (Netherlands Association for Forwarding and Logistics), (version May 1st, 2018). Filed with the registry of the District Court of Amsterdam (under number 23/2018) and Rotterdam (under number 16/2018) and published at [FENEX.pdf](#);

Logistics Services Conditions:

Dutch Logistics Services Conditions of FENEX and TLN (Transport and logistics Netherlands), (version February 1st, 2014). Filed with the registry of the District Court Rotterdam (under number 28/2014) and published at [Logistics-Services-Conditions.pdf](#);

Goods:

The goods made available by or on behalf of the Client to H&S Group or its auxiliary persons with a view to the performance of the Agreement;

H&S Group:

H&S Group B.V., with its established office in Barneveld, its successors and all its related entities, including but not limited to:

- H&S Foodtrans B.V.;
- H&S Logistic Services B.V.;
- H&S Cleaning B.V.;
- H&S Transport B.V.;
- B.V. Transportonderneming Hempenius- Stommel;

Client:

Every (legal) entity placing orders at H&S Group, purchasing products or services from H&S Group and/or having concluded or wishes to conclude an Agreement with H&S Group;

Agreement:

All agreements, established orally, in writing or electronically between H&S Group and the Client, as well as any referral or addition to it and all (legal) acts in preparation or execution of that agreement;

Party/Parties:

H&S Group and the Client separately or combined;

Article 1. Relevance

- 1.1 The General Terms and Conditions of H&S apply to all Agreements concluded by H&S Group, as well as tenders, orders, offers and quotations.
- 1.2 The General Terms and Conditions of H&S Group are deemed accepted by the Client from the moment the Client issues an order to H&S Group, unless both Parties have agreed otherwise in writing.
- 1.3 Deviation from the General Terms and Conditions is possible only if and to the extent that Parties have agreed upon it in writing.
- 1.4 The General (Purchase) Conditions, under whatever name, of the Client shall not apply unless the Parties have agreed upon otherwise in writing.
- 1.5 Once an Agreement has been concluded under the applicability of the General Terms and Conditions, the General Terms and Conditions also apply without exception to future tenders, orders, offers, quotations and agreements. The General Terms and Conditions are then deemed to be known between the parties and to be accepted.
- 1.6 H&S Group is entitled to adapt the General Terms and Conditions to (legal) conditions. If H&S Group and the Client have signed a comprehensive Agreement, the new General Terms and Conditions will only apply to new agreements that will be concluded, once H&S Group has sent over a copy of the General Terms and Conditions to the Client.

Article 2. Relevance Other Conditions

- 2.1 Besides the General Terms and Conditions, depending on the nature of the services in question, the following conditions and conventions apply:
 - a. to cross-border road transportation: the CMR Convention;
 - b. to domestic road transportation: the AVC Terms and Conditions;
 - c. to forwarding services and customs duties: the Dutch Forwarding Conditions (FENEX);
 - d. to cleaning of materials and equipment and heating of materials and cargo: the ATCN Terms and Conditions;
 - e. to other logistics activities agreed with the client: Logistics Services Conditions;

Upon request, we will send you a copy of the text of the above mentioned conditions or you can access it via our website <https://hs-group.eu/>. Direct link to this document: [General-Terms-and-Conditions-HS-Group-B.V.pdf](#)

- 2.2 In case of conflict between the General Terms and Conditions and the conditions listed in Article 2.1, the content of the General Terms and Conditions will take precedence, unless otherwise stipulated in these General terms and Conditions, or if the conditions listed in Article 2.1 are a matter of imperative law.

Article 3. Liability

- 3.1 The liability of H&S Group is limited in accordance with the applicable (branch) general conditions and/or the applicable (international) conventions, as specified in article 2.1 of the General Terms and Conditions.
- 3.2 If the (branch) general conditions and/or the applicable (international) conventions specified in article 2.1 of the General Terms and Conditions do not apply, the following limitation of liability applies to the Agreement: The liability of H&S Group is limited to the maximum extend permitted by law. The H&S Group shall in any case not be liable for:
 - (1) an amount higher than the invoice value (transport rate) of the Agreement to which this liability relates in the year the damage materializes, and
 - (2) consequential, indirect or special loss and/or damage (including but not limited to loss of profit, loss of income, loss of interest, business interruption and loss of future business), even if the risk of such loss or damage has been brought to H&S Group's attention. This limitation shall not apply to damage resulting from intent or willful misconduct on the part of the H&S Group management.
- 3.3 The Client indemnifies H&S Group against all claims by third parties for compensation for any damage suffered by the third party caused by or in relation to the (performance of) the Agreement.

Article 4. Force Majeure

If, due to Force Majeure, H&S Group is unable to perform, in whole or in part, its obligations under this Agreement, those obligations shall, upon notice from H&S Group to Client, within a reasonable time after the occurrence of the cause invoked, be either suspended or terminated in whole or in part at the choice of H&S Group. In any case H&S Group will not be liable for any delays or failures in performance resulting from Force Majeure. "Force Majeure" includes, but is not limited to, an act of God, an



epidemic and/or pandemic, government decision or delay, changes in laws and/or regulations, strikes, civil disobedience or unrest, lightning, fire, flood, erosion, storm, communications failure, delays attributable to Client and/or third parties related to Client, accident with equipment or machinery, war, police action, terrorism, embargoes and any other cause reasonably not under H&S Group's control (including disruption in the supply chain and understaffing at the H&S Group enabled charters as a result of Force Majeure).

If the delay is the result of the Client's acts or omissions, in addition to a right to suspend its obligations under the Agreement, H&S Group shall be entitled to reimbursement of costs incurred in maintaining its schedule. For the avoidance of doubt, if the alleged cause existed before the parties entered into a contractual relationship, it will not invalidate the cause and will not preclude H&S Group's valid appeal to this Article.

Article 5. Lien

H&S Group is entitled to retain all goods held in its possession on behalf of the Client until payment of all that H&S Group, regardless to which entity it may concern, has to claim from the Client, unless the Client has provided sufficient security from the H&S Group's point of view. All costs associated with the exercise of the lien for H&S Group costs, including the storage costs, are at the Client's expense.

Article 6. Settlement

H&S Group is entitled to settle any obligation to pay it has against the Client with any amount that H&S Group, regardless to which entity it may concern, has to claim from the Client.

Article 7. Pledge

H&S Group is, unless the parties explicitly agree otherwise in writing, entitled to pledge claims from the Client onto third parties.

Article 8. Other Conditions

- 8.1 H&S Group is entitled to transfer in whole or in part to a third party the privileges and/or obligations under the Agreement with the Client. The Client is entitled to do so only after he has required written consent of H&S Group.
- 8.2 If one or more provisions of the General Terms and Conditions are found to be ineffective, the remaining provisions will remain effective. Parties commit themselves to replacing the non-binding provisions with such provisions which are binding and, considering the purpose and intent of the General Terms and Conditions, differ as little as possible from the non-binding provisions.
- 8.3 The headings ("titles") above the various provisions in the General Terms and Conditions have no independent significance. These headings have been added solely for reasons of convenience and shall not affect the interpretation of the provisions themselves in the General Terms and Conditions.

Article 9. Applicable Law

- 9.1 The legal relationship between H&S Group and the Client is exclusively subject to Dutch law.
- 9.2 The place of business of H&S Group will be the place of settlement and adjustment of damage.

Article 10. Dispute resolution/arbitration

- 10.1 Any disputes arising from or related to the Agreement to which the General Terms and Conditions apply will be submitted exclusively for arbitration in Rotterdam in accordance with the UNUM arbitration regulations, with the exception of claims up to € 25.000,-- and undisputed claims, which will be submitted to the competent court in Rotterdam.
- 10.2 No appeal can be made to the exceptions referred to in Article 10.1 if the Client has its registered office or principal place of business in a country outside the EU.
- 10.3 The arbitrators will, where applicable, apply the provisions of international transport treaties, including the CMR Convention. The Client guarantees H&S Group that the unloader, the addressee and the other parties with an interest in the cargo will in case of damage to the Goods and/or delay in the delivery thereof be bound to the provisions of this article.

These terms have been filed with the Chamber of Commerce with registration number 08160478.