



DEN HARTOGH
LIQUID LOGISTICS

General Terms and Conditions of Incidental Sub-contracting

Freight Charters

Chemicals Traffic Network



General terms and conditions of Incidental Sub-contracting Freight Charters

1. Definitions and interpretation

In this agreement, the following terms have the following meanings:

“DHLL”	Den Hartogh Liquid Logistics b.v.
“Sub-contractor”	Vendors such as transport organisations/carriers that have agreed to supply the service, such as the transport service for which they have received an assignment from DHLL.
“Third party”	every party that is not DHLL and/or a sub-contractor
“ADR”	UN European Treaty relating to the international transportation of dangerous goods by road, dd 30 September 1957 and subsequent amendments.
“CMR”	Treaty for (international) transportation by road, dd 19 May 1956, and subsequent amendments.
“Emergency”	Accidents, spillages or personal injury that occurs during the execution of the work.
“ISO 9001:2008”	Quality guarantee certificate.
“Inco terms”	Standardised terms and conditions of delivery.
“SHE”	Safety, health and the environment.
“Written instruction”	Document described in chapter 5.4.3 of the ADR and what must be present in the vehicle during the transportation of dangerous goods.
“DGD”	Dangerous goods declaration required for transportation with ocean-going vessels.
“ECD Cleaning Certificate”	Cleaning certificate issued by CEFIC SQAS assessed cleaning stations.
“SQAS- Certificate”	Certificate issued after a CEFIC SQAS assesment
“DHL external Clearinghouse Instruction”	Written instructions sent by DHLL operations to the sub-contractor containing all relevant information required for the execution and invoicing of the assignment.
“Actuals”	Loading and unloading hours. Loaded and unloaded weight and temperature of the goods during loading and unloading.



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1. Conditions

The sub-contractor supplies logistics services for DHLL.

The sub-contractor will be in possession of all required permits.

The sub-contractor will comply with all national and international laws and regulations.

When transporting goods covered by the legislation relating to the transport of dangerous goods (VLG and/or ADR), the sub-contractor will only deploy drivers who are in possession of a valid ADR certificate.

The sub-contractor will only deploy drivers who meet the requirements of DHLL and the principal(s).

The sub-contractor will respect and obey the house rules at loading and unloading sites that are visited on the basis of a transport assignment granted by DHLL.

The sub-contractor will enforce the legally permitted work, driving and resting periods and will register these hours.

The sub-contractor will not sub-contract the assignments entrusted to it by DHLL.

The sub-contractor will supply transport and/or packaging material for all transport assignments that complies with the instructions provided by DHLL, including temperature instructions.

The sub-contractor will only use tankers or trailers.

The sub-contractor will only use tank containers after receiving written permission from DHLL operations.

The sub-contractor will present all tank trailers/containers at the loading location cleaned PH neutral, odour-free and with an "ECD" cleaning certificate.

The sub-contractor will conduct an annual pressure and visual test on all hoses that it uses for loading and unloading, and will register the test procedure and results. These documents must be made available to DHLL on request.

The sub-contractor accepts that at least the conditions of the CMR treaty are applicable to all of the transport assignments that it conducts.

The sub-contractor will deploy tankers or containers with a minimum capacity of litre, > litre, loading capacity Kgs > Kgs, in accordance with the instructions provided in the DHLL External Clearinghouse Instruction.

The sub-contractor will implement all safety measures as required in accordance with applicable laws and regulations.

Use of safety belts while driving is prescribed, even in countries where this is not legally compulsory.

Use of dimmed headlights while driving is prescribed, except in those countries where this is forbidden by law.

Use and operation of means of mobile communication, in any form whatsoever, by the driver in a moving vehicle is forbidden.

The transport and auxiliary equipment must be kept in optimum condition by means of preventive maintenance. The sub-contractor must maintain a record of the maintenance and must maintain a written or digital record of the inspection expiry dates of all possible trucks, trailers, motor trucks, and containers that may possibly be deployed by DHLL.

The contact person at DHLL must receive reports within 30 minutes of:

- emergencies, via number + 31 181 247 800 (available 24 hours/day 7 days/week)
- every change or problem that occurs during the execution of the assignment.
- unsafe circumstances and/or near misses at both loading and unloading locations and on the road



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2. Policy on alcohol, drugs & medicines

The sub-contractor is strictly forbidden to use drivers who are under the influence of alcohol, drugs and/or medicines.

The sub-contractor enforces a zero-tolerance policy in relation to drugs and/or alcohol.

3. Complaint handling

The sub-contractor will respond to complaints within 2 working days, providing a cause analysis and specifying corrective and preventive measures to be taken in future.

4. Notice of liability

Liability notification can be received from principals, carriers, DHLL or third parties. Liability notifications must be handled as follows:

- The liability notification must be registered under a unique number
- All liabilities must be archived under a unique number and stored a period of at least 1 year. A liability notification dossier must contain:
 - Copy of liability notification
 - CMR
 - Proof of responsibility
 - Non-conformity report
 - Copies of all correspondence

5. Liability and insurance

5.1 Liability and indemnification obligations

- a. The sub-contractor is liable for all activities based on an incidental transport contract, based on the CMR treaty.
- b. Notwithstanding any contradictions in this agreement, every party will be completely responsible to a maximum of € 5,000,000 per incident, for intentional misconduct, and in no case whatsoever will a party be requested to exempt the other party for intentional misconduct.
- c. The sub-contractor will, at the request of DHLL, permit DHLL to conduct inspections from time to time and/or make complete copies of the Insurance policy available. In the case of renewal, the sub-contractor will send a confirmation of the premium payment at the written request of DHLL.
The sub-contractor will meet all the conditions and obligations in his insurance policy and will not neglect or permit to be neglected or permit any action that will decrease the value of his insurance policies.

The sub-contractor will supply all items that will not change these insurance policies in a manner that is detrimental to the benefit provided by these insurance policies.



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5.2 Insurance

The sub-contractor has a statutory liability insurance policy, on the basis of a green insurance card, for the motor vehicles used by the sub-contractor.

The sub-contractor has taken out a corporate liability insurance policy for at least € 1,125,000 per incident that may occur within the scope of incidental contracts.

The sub-contractor has taken out a freight liability insurance policy on the basis of the CMR treaty of at least € 250,000 per incident without annual maximum or Sdr 8.33 per damaged or lost Kg. gross per incident without annual maximum.

5.3 Proof of insurance

The sub-contractor must submit proof of the insurance policies as specified in paragraph 7.2 as often as may be reasonably required by DHLL.

6. Health, safety and environmental policy

- a. The sub-contractor confirms and understands that DHLL and its principals compromise the highest standards of safety, health and the environment.
- b. The sub-contractor has his own written health, safety and environmental policy, with the date of the latest edition and signed by the responsible manager, available on request. It will clearly describe the obligations and responsibilities in relation to the execution of and compliance with this policy and will be communicated to all employees.
- c. This subject will be a constant element during internal consultation at all levels in the sub-contractor's organisation. If any disputes arise in relation to compliance with this policy, the sub-contractor will take action immediately.
- d. The sub-contractor will communicate its measures/regulations relating to health, safety and the environment to DHLL and at least meet the standards of DHLL and its principals or exceed them.

7. Vehicle equipment

The vehicles to be used by the contractor will be at least equipped with

- . Compressor that can supply pressure of at least 1.8 Bar for the emptying of the tanker
- . Unloading connector(s) on the right side of the vehicle from the driver's perspective, except tank containers
- . Overpressure valves that make unloading with compressed air pressure of 2 Bar possible
- . The vehicle must be able to make the following connections
 - Vapour return 2" Elaflex (German snap-lock), male and female
 - Unloading hose 3" Elaflex (German snap-lock), male and female
 - Unloading hose 3" Guillemin (French coupling)
 - High-pressure hose GY air coupling
- . Vehicles must be heatable, also in the absence of a tractor vehicle
- . Vehicles must be insulated
- . Vehicles must be equipped at least with 6 metres of unloading hose per loaded compartment.

8. Crew equipment

The crew must be equipped with:

- Safety shoes and/or safety boots
- Flame-retardant and anti-static work clothing (overall)
- Approved helmet fitted with a full-face visor
- Safety glasses
- Neoprene work gloves with long shaft
- Gas mask fitted with ABEK2-HgP3 filter busses
- Neoprene overall
- An alcohol testing kit approved in accordance with French legislation for transport assignments to, from and through France.



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9. Vehicle documentation

Throughout the execution of the transport assignment the vehicle must be equipped with
Valid inspection document APK and ADR for the transportation of dangerous goods
Registration certificate, part 1 and part 2
Valid green insurance card
If part of the route is travelled on ocean-going vessels, a valid IMO certificate

10. Crew documentation

Throughout the execution of the transport assignment, the crew must be equipped with:
One driver's licence, valid for the class/type of vehicle to be used
Driver's diploma
Valid ID
When transporting dangerous goods, a valid ADR certificate for the substance to be transported
When transporting isocyanates, a valid ISOPA pass
If goods to which the VLG/ADR regulations are applicable are transported, written instructions in accordance with ADR 5.4.3

11. Freight documentation

11.1 CMR

Shipments must always be accompanied by a completely filled in CMR consignment note, specifying the 1st carrier: Den Hartogh Liquid Logistics b.v., Oranjelaan 45, NL3181 HK Rozenburg – 2nd carrier: sub-contractor, loading and unloading date, loading and unloading hours, loaded and unloaded weight, loading and unloading temperature and the DHLL job number.

If a CMR is not issued by the loading location, the sub-contractor must draw it up, specifying our job number and freight details in accordance with the "External Clearinghouse Instruction" that has been sent by the operational staff of DHLL.

11.2 Dangerous Goods Declaration

If ADR and/or IMO classified goods are transported by ferry (rule of thumb is all transports on ocean-going vessels), all transports must be accompanied by a DGD, which is presented to the driver after loading. The original DGD accompanies the shipment and must include the flash point (in the case of IMO 3 products), EMS no. and, if applicable, the text "Marine Pollutant."

11.3 Tremcards

In the case of the transportation of goods to which the ADR regulations apply, the driver must be in possession of a written instruction in accordance with ADR 5.4.3.

11.4 Certificate of Analysis

If the DHLL External Clearinghouse Instruction prescribes that a CoA must be presented to the addressee, this document is drawn up and given to the driver by the loading location. The sub-contractor is responsible for ensuring that the driver receives this document. If the driver does not receive this document, the sub-contractor must ask DHLL for permission to leave the loading location.

11.5 General ADR information

In accordance with ADR and CMR regulations, DHLL agrees to supply all required information on the contents and type of dangerous substance, at least consisting of the UN number, correct transport titles and the packaging group.



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11.6 Proof of delivery

The sub-contractor archives the documents signed for receipt in accordance with the statutory regulations. The sub-contractor will make them available to DHLL within 24 hours after receiving a request from DHLL. If loading and/or unloading times are exceeded and eligible for compensation, the freight documents signed for receipt must be sent by mail to the sub-contractor's DHLL contact person within 24 hours after unloading.

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11.7 Reporting "actuals"

The sub-contractor is obliged to report the actuals on the day that the action is taken. If loading and/or unloading takes place outside normal office hours, the actuals must be made available to DHLL before 12 PM on the following day. Delayed reporting of this data can lead to rejection of claims relating to extra expenses.

12. Invoicing

12.1 General invoicing

All freight prices agreed with DHLL include normal travelling expenses, local taxes, road, bridge and tunnel toll fees, costs of rail and ferry connections and cleaning costs.

All invoices must state the DHLL job number.

Invoices for transport assignments that have been executed must be sent within 10 days after unloading.

All invoices for freight costs must be accompanied by a CMR consignment note signed for receipt by the recipient.

12.2 Invoicing additional costs

If extra, necessary logistical services are supplied, such as waiting times during loading or unloading, costs caused by diversions, extra cleaning and heating, DHLL will, after these costs have been confirmed by the principal, send a confirmation by e-mail or fax specifying the type of costs and the amounts that can be invoiced. A copy of this confirmation must be enclosed with the invoice. Invoice that are not accompanied by a confirmation are not taken into consideration.

If extra cleaning costs are applicable, they must be registered at DHLL before the cleaning of the tanker or container.

Reimbursement for waiting hours is only applicable if the agreed loading and/or unloading slot is respected and calculated from the agreed or ordered slot time.

13. Confidentiality

The contractor agrees and ensures that all information obtained, both operational and commercial, through an order placed by DHLL, by means of documents presented at loading and/or unloading locations, by a (customs) agent and/or customs office will be handled as confidential and will not be given to third parties that are not involved in the execution of the order. An exception to this is if these documents or information are requested by the authorities in connection with an audit.



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14. Parking policy

If the weekend break takes place at the base of operations, the contractor will park the vehicles on a locked site.

When “en route”, the contractor will ensure that parking takes place preferably at locations that are not isolated, but at reasonably busy, well lit parking places that are easily visible, but – in connection with dangerous cargoes – at an appropriate distance from busy areas and groups of people where this is legally permitted.

The contractor will not park uncoupled trailers at the side of public roads.

15. Safety advisor

The contractor will obtain an annual report from his safety advisor. This condition lapses if the business does not possess any vehicles that are equipped and permitted for the transportation of dangerous goods.

16. Law and jurisdiction

16.1 In order to exclude any conflicts between the law and regulations it has been determined that Dutch law is applicable to this agreement.

16.2 The location of jurisdiction for both parties is Rotterdam, the Netherlands.

Undersigned declares to accept and act according these general conditions.

Place :	Signed
Date :	by
Stamp : (name)
 (position)
 (signature)