



General Terms and Conditions of Incidental Sub-contracting

Freight Charters - Chemicals Traffic Network

DEN HARTOGH LIQUID LOGISTICS 1/1/2026

Applicable at all times, subject to the nature of the activities, shall be any or all of the CMR-, AVC-, Physical Distribution or FENEX Forwarding Conditions, in their latest version.

General terms and conditions of Incidental Sub-contracting Freight Charters

Definitions and interpretation

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

| Subject | Definition |
|--------------------------|--|
| Actuals | Loading and unloading hours. Loaded and unloaded weight and temperature of the goods during loading and unloading. |
| 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. |
| DGD | Dangerous goods declaration required for transportation with ocean-going vessels. |
| DHLL | Den Hartogh Liquid Logistics BV |
| ECD Cleaning certificate | Cleaning Certificate issued by CEFIC SQAS assessed cleaning stations. |
| Emergency | Accidents, spillages or personal injury that occurs during the execution of the work. |
| Inco terms | Standardised terms and conditions of delivery. |
| ISO 9001:2008 | Quality guarantee certificate. |
| SHE | Safety, health and the environment. |
| SQAS Certificate | Certificate issued after a CEFIC SQAS assessment |
| 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 |
| 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. |



1. Conditions

The sub-contractor:

- supplies logistics services for DHLL.
- will be in possession of all required permits.
- will comply with all national and international laws and regulations.
- will only deploy drivers who are in possession of a valid ADR certificate for the transported ADR class, when transporting goods covered by the legislation relating to the transport of dangerous goods (VLG and/or ADR), the sub-contractor.
- has a training program following BBS guidelines and has a program which includes defensive driving practices according BBS guidelines.
- has embedded a section in the training program about “fatigue management”.
- will only deploy drivers who meet the requirements of DHLL and her principal(s). If requirements are in place which are beyond the DHLL standard requirements, DHLL will provide them.
- 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.
- will enforce the legally permitted work, driving and resting periods and will register these hours.
- will not sub-contract the assignments entrusted to it by DHLL.
- will supply transport and/or packaging material for all transport assignments that complies with the instructions provided by DHLL, including temperature instructions.
- will only use tankers or trailers.
- will only use tank containers after receiving written permission from DHLL operations.
- will present all tank trailers/containers at the loading location dry, odour-free and with an “ECD” cleaning certificate.
- 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.
- accepts that at least the conditions of the CMR treaty are applicable to all of the transport assignments that it conducts.
- will use equipment what is able and allowed to load the requested weight and volume, in accordance with the instructions provided in the DHLL External Clearinghouse Instruction.
- will implement all safety measures as required in accordance with applicable laws and regulations.
- will only deploy drivers who are in possession of a valid ADR certificate for the transported ADR class

The use of safety belts while driving is required, even in countries where it is not legally mandatory. Using dimmed headlights while driving is required, except in countries where this is prohibited by law. Trucks equipped with daytime running lights are exempt from this requirement.

The use or operation of any form of mobile communication device by the driver of a moving vehicle is strictly prohibited.



Transport and auxiliary equipment must be maintained in optimal condition through a preventive maintenance program.

The sub-contractor must maintain maintenance records and keep written or digital documentation of the inspection expiry dates for all trucks, trailers, motor vehicles, and containers that may be deployed by DHL.

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

- emergencies, via number + 31 88 1620000 (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

2. Policy on alcohol, drugs & medicines

The sub-contractor is strictly prohibited from assigning any driver who is under the influence of alcohol, drugs, or medication. A zero-tolerance policy applies with regard to alcohol and drugs.

3. Complaint handling

The sub-contractor shall respond to all complaints within two working days, providing a Root Cause Analysis along with defined corrective and preventive actions for future improvement.

4. Notice of liability

Liability notifications may be submitted by principals, carriers, DHL, or third parties. All liability notifications must be processed 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 performed under any incidental transport contract, in accordance with the CMR Convention.
- b) Notwithstanding any other provision in this agreement, each party shall remain fully responsible, up to a maximum of EUR 5,000,000 per incident, for any intentional misconduct. Under no circumstances shall a party be required to indemnify or hold the other party harmless for intentional misconduct.
- c) At DHL's request, the sub-contractor shall permit DHL to conduct inspections and/or provide complete copies of its insurance policies. Upon renewal, the sub-contractor shall, upon written request, provide confirmation of premium payment.



The sub-contractor shall comply with all conditions and obligations under its insurance policies and shall refrain from any act or omission that could diminish the value, scope, or validity of such policies. The sub-contractor shall provide all documentation necessary to ensure that the insurance policies remain unchanged in any manner that could negatively affect the coverages or benefits afforded by those policies.

5.2 Insurance

The sub-contractor shall maintain statutory motor vehicle liability insurance, supported by a valid Green Card, for all motor vehicles it operates.

The sub-contractor shall hold a corporate liability insurance policy providing coverage of at least €1,125,000 per incident for all activities performed under incidental transport contracts.

The sub-contractor shall maintain a freight liability insurance policy compliant with the CMR Convention, providing coverage of at least €250,000 per incident without any annual aggregate limit, or 8.33 SDR per kilogram of gross weight lost or damaged, also without any annual maximum.

5.3 Proof of insurance

The sub-contractor must submit proof of the insurance coverage as specified in paragraph 5.2 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 organization. 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
- Vehicles must be capable of heating independently, including when no tractor unit is attached
- Vehicles must be insulated
- Vehicles must be equipped at least with 6 meters of unloading hose per loaded compartment.



- Overpressure valves that make unloading with compressed air pressure of 2 Bar possible
- The vehicle must be able to make the following connections
 - Vapor 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

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

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 license, 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

Each shipment must be accompanied by a fully completed CMR consignment note, indicating the following:

- First carrier: Den Hartogh Liquid Logistics B.V., Sluisjesdijk 175, NL-3087 AG Rotterdam
- Second carrier: the sub-contractor
- Loading and unloading dates and times



- Loaded and unloaded weights
- Loading and unloading temperatures
- The corresponding DHLL job number.

If the loading location does not issue a CMR, the sub-contractor is responsible for preparing one, ensuring that the DHLL job number and all freight details are included in accordance with the 'External Clearinghouse Instruction' provided by DHLL Operations.

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.

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 the documents available to DHLL by sending the proof of delivery within 48 hours to cmr@denhartogh.com with our job number as subject

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 will only be paid after receiving the signed proof of delivery.

12.2 Invoicing additional costs

In case extra costs occur, such as demurrage, the sub-contractor will inform DHLL real time about these costs. The Clearinghouse operator will agree the amount of extra costs to be paid by DHLL and communicate this with the sub-contractor.

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.

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 :

Date :

Stamp :

Signed by

Name:

Position

Signature: