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Applicability conditions

1. These general terms and conditions are applicable to every form of service rendered by Mammoet Ferry Transport. When using the services of Mammoet Ferry Transport, the Client (being, in so far as applicable, the party which instructs Mammoet Ferry Transport, its principal, the sender and the receiver) agrees with the application of these general conditions.
2. The Logistics Services Conditions of TLN/Fenex (LSV) are applicable to the activities carried out by Mammoet Ferry Transport, in addition to which they are applicable in so far as mandatory:
 - in case of transport by Mammoet Ferry Transport within the Netherlands, the General Transport Conditions (AVC);
 - in case of transport by Mammoet Ferry Transport within Europe, but (completely or partly) outside the Netherlands, the CMR convention.
3. Contrary to what has been stated in 2. the Dutch Warehousing Conditions are applicable to all activities which concern the storage of goods.
4. For all conditions mentioned, the most recent version applies. The conditions are annexed hereto and form an integral part hereof .
5. General terms and conditions of the Client are rejected. These general terms and conditions have been made available before or at the conclusion of an agreement and will be sent free of charge on request. The Client can also read and download them at <https://www.mammoetferry.com/index.php/nl/over-ons/voorwaarden-en-condities>
6. If there is a difference between the Dutch and English texts of the general terms and conditions, the Dutch text shall prevail.
7. In addition to the aforementioned conditions, the following applies:

Rates/changes

8. All rates of Mammoet Ferry Transport are, unless stated otherwise, exclusive of diesel oil and other surcharges and will be established every first (working) day of the month. (Changes in) levies and/or increased costs, of whatever nature, shall at all times be allowed to be passed on by Mammoet Ferry Transport.
9. Rate tiers supplied are valid until the end of the year of quotation, with the exception of spot requests, and with due observance of what is stated in 8.

10. For transport of pallet shipments Mammoet Ferry Transport uses the loading meters rates. The loading meters are calculated by multiplying the length (in meters) by the width (in meters) and dividing by 2.40. To illustrate: for 1 euro pallet the charge is $1.20 \times 0.80 / 2.40 = 0.4$ load meters. 1 loading meter again equals 1,750 kg volume weight. In case the package rate applies, Mammoet Ferry Transport calculates the actual weight, unless the volumetric weight is higher than the actual weight. The volume weight is calculated at 333 kg per m³: Length x Width x Height (in meters) x 333 kg.
11. In regards to waiting times at container terminals, Mammoet Ferry Transport allows 2 hours free for loading and/or unloading in the case of FTL or FCL. This is pro rata for group shipments. Waiting times for all other locations, 1 hour is free for loading and/or unloading. After the waiting times mentioned in this article, € 50.00 per hour (or part thereof) will be charged with a maximum of 10 hours per day.

Transport assignments

12. Transport orders may be presented by the Client (before 12 noon) at the following address: info.Europoort@mammoetferry.com. The sender must take care of the notification of shipments to recipients. If this is not the case, the following additional costs are charged by Mammoet Ferry Transport:
 - making an appointment for loading/unloading without a fixed time slot: €35.00 (this also applies to deliveries before or after 12 noon);
 - making an appointment for loading/unloading with a fixed time slot: €50.00 (this also applies to deliveries on the first working day or after 2 p.m.).
- *These costs also apply to specified time deliveries by the Client.

13. Mammoet Ferry Transport will always exchange pallets (if mentioned), without compensation.

ADR legislation

14. In case the goods of the Client fall under the ADR legislation, in particular the transport of dangerous goods by road, the Client must ensure that the shipment is accompanied by a Material Safety Data Sheet (MSDS) in at least Dutch, English and German. It is also the responsibility of the Client that both the packaging and the marking are in accordance with the ADR legislation. For such shipments Mammoet Ferry Transport handles a standard ADR surcharge of € 15.00. In case transport delays occur because of the non-conformity of the just mentioned matters, the Client will be charged with extra costs as shown in the above table (No. 11).

Applicable law/disputes

15. Dutch law shall at all times apply to the Agreement, except in cases where the CMR Convention declares other law to be compulsorily applicable.
16. If on the basis of one of the above-mentioned applicable conditions a dispute has not been submitted to arbitration, the court in Rotterdam shall have exclusive jurisdiction to take cognizance of any disputes which may arise between Mammoet Ferry Transport and the Client,

except in those cases in which the CMR Convention mandatorily designates another competent court.