

## **TRANSPORT EN LOGISTIEK NEDERLAND GENERAL CONDITIONS OF PAYMENT**

Concerning payments of transport, storage and other activities entrusted to the carrier, as filed with the registry of the district court (Arrondissementsrechtbank) of The Hague on 2 July 2002, filenumber 69/2002.

### **Article 1 Freight payment**

1. The sender is obliged to pay the freight and further costs which burden the goods at the moment of handing over the consignment note or of the goods having been received by the carrier.
2. If freight payable at destination has been agreed, the consignee is obliged to pay the freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods on delivery of the goods by the carrier; if the consignee did not pay these upon the first reminder, he and the sender are severally obliged to pay.  
If, in case of a consignment on the condition freight payable at destination, the sender has mentioned in the consignment note that no delivery may be performed without payment of the freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods, the carrier, if no payment is made, must ask the sender for further instructions which he is obliged to follow up, in so far as reasonably possible, against compensation of costs and damage and possibly payment of a reasonable reward, unless these costs have arisen by his own fault.
3. The carrier has the right to charge all inevitable extra-judicial and judicial expenses made to collect the freight and other amounts, as mentioned in para.s 1 and 2, to the one who is debtor of the freight and other costs. The extra-legal collection expenses are due as from the moment when the debtor fails to pay and the claim has

been referred to a third party for collection.

4. The freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods are due also if the goods are not delivered at destination or only partly, damaged or delayed.
5. An appeal to set off claims to pay freight, costs due owing to other reasons relating to the carriage and further costs burdening the goods against claims on some other account is not permitted.
6. If the sender has not fulfilled his obligations mentioned in the present article, then the carrier is entitled to suspend departure of the vehicle, and in this event the damage arising from it are considered as costs burdening the goods.

### **Article 2 Right of lien**

1. The carrier has a right of lien on goods and documents in his possession in connection with the contract against any person who demands delivery of same. This right does not fall to him if, at the moment of receipt of the goods for carriage, he had reason to doubt the right of the principal to make the goods available for carriage to him.
2. The right of lien applies likewise to what burdens the goods by way of cash on delivery as well as to the cash on delivery fee to which he is entitled, in regard to which he is not obliged to accept security.
3. The carrier may also exercise the right of lien against the principal for reason

of what is yet due to him in connection with previous contracts of carriage.

4. Likewise, the carrier may exercise the right of lien against the consignee who in this capacity became a party to previous contracts of carriage for reason of what is yet due to him in connection with these contracts.
5. If when settling the invoice a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then the one who demands delivery is obliged to pay forthwith the part which the parties agree is due and to put up security for the part in dispute or the amount of which has not yet been fixed.

### **Article 3 Right of pawn**

1. All the goods, documents and currency values in possession of the carrier in

connection with the contract of carriage and/or other operations serve him as pawn for all claims which he has against the principal.

2. Except for the cases in which the principal is in a state of bankruptcy or in which he has been granted suspension of payment or in which he has been declared subject to a debt reorganisation scheme for natural persons, the carrier has never the right to sell the objects in pawn without permission by the court of justice in accordance with art.3:248 para 2 BW.

### **Article 4 Interest for delay**

Parties are due legal interest according to art. 6:119 BW on an amount due.

### **Article 5**

These general conditions can be quoted as "Transport en Logistiek Nederland general conditions of payment".

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