

TERMS AND CONDITIONS ALSABRO TRADING SL

General:

-Unless expressly agreed otherwise in writing in advance, these terms and conditions apply to all our quotations and/or agreements concluded by us with our clients, whereby we (contractor) commit ourselves to transport, to provide mediation, to store goods, the delivery or any other kind of performance whatsoever.

- It is established between us and the client that once a contract has been concluded under the applicability of these terms and conditions, they also apply to future offers and agreements.

-If in some cases we do not invoke the provisions of these conditions, this does not mean that we have waived our right to invoke the conditions below in another case.

-We do not transport ourselves, but conclude transport agreements for you with carriers selected by us – whether or not in consultation with you. In the terminology of the law (and the LSV 2014): we do transport and are forwarding agents.

– ALSABRO TRADING SL is expressly entitled to accept the general terms and conditions of any third parties engaged in the performance of its work by placing an order with it and, where appropriate, to invoke them vis-à-vis the client. Assignments are performed only under the applicability of the aforementioned conditions and to the exclusion of any conditions of the client. Dutch law is applicable. In case of any doubt about the capacity in which ALSABRO TRADING SL acts or which conditions apply, ALSABRO TRADING SL decides.

Transport agreements, damage and liability:

– Orders are accepted based on normal transport conditions. ALSABRO TRADING SL cannot be held liable for delays caused by force majeure (e.g. strikes, weather influences, etc.).

– Goods accompanied by customs documents can only be unloaded “in transit”; we do not accept charges for non-clearance of customs documents.

– In the case of delivery with a domestic carrier, it is possible that delivery is not made on the original CMR.

-As a forwarder, we are not liable for transport damage, we help you to recover your damage from the liable party. This is usually the carrier engaged by us.

– Due to limits under CMR conditions, it is possible that the carrier is not liable for the entire damage amount. You therefore run the risk of having to bear part of the damage yourself. In some cases it is also possible to agree on a different limit or a special interest for an additional fee.

– The client indemnifies ALSABRO TRADING SL against all damage and costs, under whatever denomination, that arise due to the inaccuracy of the information supplied by the client, as well as against all (tax) assessments of (Customs) authorities for whatever reason.

– The client remains responsible for providing the correct data for applying for permits, we are not responsible for delays that arise from this.

Payments and waybills:

– Before accepting the order, we check our customers for creditworthiness. Is the creditworthiness sufficient? Then we can use a payment term of 30 days from the invoice date.

– Is the creditworthiness insufficient? Then the invoice must be paid in advance.

– Invoicing takes place without signed waybills, CMRs and/or other Proof Of Deliveries, which we will send on request.

– Pursuant to art. 119a Book 6 of the Dutch Civil Code, we calculate the statutory interest after exceeding the agreed payment term.

– Costs for possible collection are for the account of the freight payer.

All Rates Offered are:

– House/house rates (if accessible with an international trailer) – excluding valve delivery surcharge.

– Based on 1 loading and 1 unloading address for normally measuring non-dangerous goods.

– Excluding ADR and/or IMO surcharge.

- Exclusive of VAT.

– Including German MAUT, Belgian, French toll, Norwegian toll and Finnish harbor dues unless stated otherwise.

– Excluding the variable fuel surcharge (Except offered ALL IN rates)

– Subject to typing errors.

– Not taken into account possible time deliveries, fix time loading/delivery.

Offered rates for special transport

– Excluding costs for transport permits.

– Excluding costs for assisting a crane on location.

– Excluding cost of traffic related measures, structural measures or static analysis of the routes, other conditions of the authorities, traffic management and street furniture.

– Excluding costs official bodies of the authorities (second driver, weighing)