

General Tank Transport Conditions for the transport of Bulk goods by road

In transport address Foundation, founded in 1946, working together: EVO, organization for logistics and transport freight Netherlands NBB, Dutch Barge Office Transport and Logistics Netherlands, the organization for the freight The General Tanker Transport Conditions for the transport of bulk cargo by road have been filed of the District Court of Amsterdam and Rotterdam. © 2011, Foundation transport address. Nothing in this publication may be reproduced and (or) made public by print, photocopy, microfilm or any other means without prior permission of the publisher.

Table Of Contents

Article 1 Definitions page: 2 / 3

Article 2 Scope page: 4

Article 3 Obligations of the shipper page: 4

Article 4 Consequences not fulfillment of the obligations by the sender page: 5

Article 5 Obligations of the carrier page: 6

Article 6 Consequences of non-fulfillment of the obligations by the carrier page: 7

Article 7 Liability of the carrier page: 7

Article 8 Arbitration page: 8

Article 1: Definitions

In these conditions, the following definitions shall apply:

1. AVC: General Transport Conditions 2002 as last determined by the Stichting Vervoeradres and filed with the District Court of Amsterdam and Rotterdam.

2. CMR: Convention on the Contract for International Carriage of Goods by Road (Geneva 1956), as supplemented by the Protocol of 1978.

3. Tank: A tank container or a tank with a capacity greater than 1m³, being a fixed tank, demountable tank or tank battery.

A loading Tank: a tool for transport:

- Of a permanent nature and is therefore strong enough for repeated use;
- Specially designed to carry goods by one or more means of transport, without reload interim, to facilitate
- Fitted with devices, using the device during transport, especially when being transferred from one transport to another is facilitated;
- Designed to be easily filled and emptied with a capacity greater than 0.45 m³
- Designed for containing liquid, gaseous, powdery or granular substances;

b. Fixed tank. One in a vehicle becomes permanently mounted tank being an integral part of such a vehicle.

c. Removable tank. A tank with a capacity greater than 1,000 liters, not being a fixed tank, a tank or tank battery, which is designed for the transport of substances without having to re-fill, and which typically cannot be handled, unless the tank is empty.

d. Tank Battery. A set of distinctive containers (elements) whose individual average capacity is greater than 150 liters, interconnected by a manifold and permanently connected to a seat.

4. Tanker: a vehicle and / or tank trailer, whether or not built to handle liquids, gases, powders or granular substances to be transported, and equipped with one or more tanks, including by the carrier made available accessories, including loading and unloading material.

5. Sender: The contractual party of the carrier.

6. Carrier: One who undertakes to the sender connected to the carriage

7. Recipient: the person who, by virtue of the contract of carriage against the carrier is entitled to the delivery of the goods.

8. Value: the invoiced price (if appropriate, is increased by pay excise duty) and in the absence of this, the market value at the destination location.

9. Damage: Damage, destruction, total or partial loss or loss of the load not being caused by differences of weights and measures, situated within the tolerance of the department for weights and measures.

10. Circumstances beyond one's control: conditions, insofar as a carefully carrier could not avoid and insofar this carrier could not prevent these consequences.

11. Receiving: the moment when the load has passed the first link or the first manhole.

12. Delivery: the moment before the load has passed the last link or the last manhole.

13. Loading time: the period, located between the agreed time, on which the tanker is being offered to the sender, respectively the loading address, and the time on which the tank is released for departure by the recipient, respectively the unloading address.

14. Unloading time: the period, located between the agreed time, on which the tanker is being offered to the recipient, respectively the unloading address, and the time on which the tank is released for departure by the recipient, respectively the unloading address.

15. Normal charging time: a period of two hours, unless agreed otherwise.

16. standardize: normal: a period of two hours, unless agreed otherwise.

17. Contamination: a mixing and / or contamination with foreign/strange material.

Article 2:

Scope

1. On the domestic transport of bulk goods in addition to these General Tanker Transport Conditions of the AVC apply to the extent provided in these Terms and Conditions of Transport Tank are not deviated.
2. On the cross-border transport of bulk goods the CMR is applicable, as well as the not conflicting provisions, as referred to in paragraph 1 of this article.

Article 3:

obligations of the sender

The sender is obliged:

1. to ensure that the carrier has an early possession of all relevant transport data, such as those;
 - a. the (technical) loading- and unloading facilities and other loading- and unloading, relevant circumstances of sender/recipient;
 - b. occurring on the waybill or. CMR waybill;
 - c. indicating the nature, conduct and treatment of the load;
 - d. concerning the desired state of the tank car and the accessories;
 - e. as these are required pursuant to statutory requirements.
2. when offerings goods to the carrier:
 - a. in case of domestic transport a fully and truthfully completed CMR, explaining that these General Tank Transport Conditions are applicable; without the carrier being held liable, or the lack of the non-application of these conditions will affect in any way.
 - b. in case of cross-border transport a fully and truthfully completed CMR consignment note, will be handed over, unless the sender and the carrier have agreed otherwise.
3. a the agreed goods at the agreed place, time and manner and accompanied by the law on the part of the sender required documents made available to the carrier;
 - b. before loading the tank (s) and any consignment in question suitable

visual accessories (have inspected);

c. at the request of the carrier providing a sample of the cargo carrier where possible, which taken is removed from the loading conduit for loading and out of each compartment of the tank (s) before and after the charging is completed. When hazardous substances shall arise greater consultation between the parties have to take place;

d. ensure accessibility to consult with the carrier, if any difficulties during the transport of dangerous goods may take place.

4. The sender and the addressee, the carrier's demonstrable costs incurred which are directly caused by the exceeding of the normal loading, respectively unloading time, if it is exceeded without the fault of the carrier's fault.

Article 4:

Consequences of failure to meet its obligations to the sender;

1. The sender cannot, by recourse to whatever circumstances, referred to in Article 3 section 1 evade obligations.

2. The sender is liable for all costs, damages, interest, fines, penalties and forfeitures, any law directly or indirectly result from the fact that the cases to the offer at transport were not accompanied by the required consignment or CMR consignment notes or other required documents.

3. If the sender fails to meet its obligations as stated in article. 3 paragraph 1 sub a until d, paragraph 2 sub a and b and paragraph a member has paid, the carrier may terminate the contract, after the sender, in writing or orally, and has set a deadline at the expiry of the sender has not yet been obligations. If by putting such a term operation of the business disproportionately would be disturbed, then the carrier may proceed without notice.

4. If the sender fails to meet its obligations as stated in article 3 paragraph 1 under e, the carrier can terminate the contract without any notice.

5. The sender also can, if he will not, in article 3 paragraph 3 under a specified obligation fulfill his obligations also terminate this Agreement.

6. Any termination under the preceding paragraphs shall be effected by oral or written notification and the contract terminates at the time of receipt.

7. After termination the sender shall not exceed 75% of the agreed freight to the carrier. If no freight has been agreed upon, such as freight or under law. use resp. fairness.

8. If the sender fails to meet its obligations as stated in article 3 paragraph 3 under d, the carrier is entitled to handle, take and risk of the sender, subject to the statutory regulations.

Article 5:

Obligations of the carrier

The carrier is obliged:

- 1. a.** To receive the agreed goods at the agreed place, time and manner to in a tanker: Capable to transport goods offered by the transportcompany;
b. to meet the legal requirements such as those existing in the countries where the carriage takes place;
c. in accordance with the wishes of the sender, resulting from the provisions of art. 3 paragraph 1 sub d, ready to load.
- 2.** The consignor before loading must be in the opportunity to set the tank (s) to visually inspect and at his request, possibly in writing, to communicate immediately what the nature of the previous cargo was. The sender is not obliged to investigate accuracy of this statement.
- 3.** Not commence loading or unloading before getting permission and instructions received thereon, unless otherwise agreed.
- 4.** At the request of the sender upon reception of the cases the accuracy of the consignment or CMR expressed quantities and weights to monitor and audit findings on the waybill or the CMR consignment note. This obligation does not obtain if the judgment of the carrier transport thus would be significantly delayed. In this case, this be recorded on the waybill or the CMR.

5. Itself as the carrier offered him by the sender of receipt clearly identify and this provided truthfully, sign and give to the sender. Signature may be printed or to be replaced by a stamp.

6. To carry out the transport in an originally offered tank (s).

7. Refrain from any action in respect of the cargo, except those actions arising from carrier force majeure.

Article 6:

Consequences of failure to fulfill obligations

1. If the carrier does not meet the obligations specified in article 5, paragraphs 1, 2, 4 and 5 meet may both parties may respect to the matters which the carrier has received taken notice. The sender may do so only after having the carrier in writing or orally has sent a deadline and the carrier did not yet fulfill his obligations.

The denunciation by an oral or written notice to the other party will take place at the moment when this communication is received.

2. After termination, the carrier is obliged to reimburse the sender for the damage that this proves the termination to have suffered. This compensation amounts to no more than an amount equal to twice the agreed freight. If no freight has been agreed upon, such as freight according to law, respectively. use, resp. fairness.

Article 7:

Liability of the carrier

1. The carrier is liable for damage caused by contamination of the loaded case, if the sender proves that this contamination occurred in the period between the reception and delivery of the case by the carrier.

2. The carrier is not liable if he proves that the contamination is the result of the failure of obligations by the sender, as mentioned in art. 3 paragraph 1.

3. The carrier may in all other cases of contamination cannot be relieved of liability through a recourse to force majeure.

4. The carrier is not liable for defects in delivery, unless the carrier in accordance with Art. 5 paragraph 4 respectively in the consignment in the CMR expressed quantities and weights has checked.

Explanation:

Article 7 of these conditions increases the liability of the carrier relative to its liability established by Article 8: 1095 Civil Code. Under Article 8: 1102 Civil Code, this increase of liability void unless Article 7 of these terms in a separate document that the transportation agreement shall be recorded. This separate writing is of course the bill. Advised on the waybill, in addition to the clause referring to these conditions, to copy the text of article 7 word for word.

Article 8:

arbitration

All disputes arising between the parties relating to this Agreement may be settled in accordance with the Arbitration Rules of the Foundation for Logistics, based in The Hague.

explanation

Since 1 September 2011 arbitrations that are registered with the Arbitration Foundation for Logistics, performed by the arbitration institute TAMARA.

TAMARA specializes in conducting arbitrations in the areas of transportation, warehousing, logistics, international trade, shipping and shipbuilding. To protect the interests of road transport and logistics services interests, transport address in the Foundation's board of TAMARA. Do you wish for resolving disputes using TAMARA? Then use the following arbitration clause in the contract:

"All disputes between parties arise in the Netherlands with respect to the present Agreement, with application of the CMR Convention resolved in accordance with the regulations of the TAMARA foundation established in Rotterdam. "

note: when interpretation disputes arise: the Dutch General Conditions serve as starting point.