

Our general terms and conditions that you have already received (with the Quotation and / or Order Confirmation) remain fully applicable.

These terms and conditions are also returned to you on first request or can be consulted on our website www.rollitcargo.com.

In particular we repeat the following articles by excerpt:

Article 1: Applicability of the General Terms and Conditions

All services provided by Rollit Cargo will be carried out under the following terms and conditions, unless otherwise agreed in writing.

All services provided by Rollit Cargo will be carried out on the basis of the General Logistics Conditions of 9 October 2015, hereinafter referred to as the G.L.C. (<http://www.rollitcargo.com/images/General-logistic-conditions-2015.pdf>). These General Terms and Conditions will take precedence over the conditions of the other contracting parties. The tacit acceptance of different conditions can never be invoked against Rollit Cargo. The provisions of Article 2 et seq. of the conditions below will take precedence in the event of a conflict with the general terms and conditions stated in this Article 1.

Article 2: Nature of the services provided by Rollit Cargo

2.1. Unless expressly stipulated otherwise, Rollit Cargo will never undertake to transport goods, regardless of the wording used in the quotations, orders or order confirmations. If an order or service includes the transportation of goods, Rollit Cargo will entrust this transport to third parties. In this case, Rollit Cargo will only be liable as the forwarding agent, and not as the shipping agent or carrier.

Article 3: Conclusion, cancellation and termination of the agreement

3.3.2. Pre-contractual and/or contractual default

If the client acts incorrectly in the conclusion of the agreement or in the implementation of the agreement, including if the client does not meet all the requirements imposed on him by the contractual documents and/or commercial practices, whereby the slightest error qualifies, Rollit Cargo has the right to immediately terminate the agreement, or any part thereof (e.g. a specific goods-handling, storage and/or transport order) without prior notice of default. All costs and damages as a result of this termination will be borne by the client. A termination of this kind will not entitle the client to any compensation whatsoever.

3.4. Flat-rate compensation

If the agreement is terminated as described above, Rollit Cargo will automatically be entitled, without notice of default, to a flat-rate compensation of 30 % of the price specified in the agreement terminated in this manner, subject to the right to claim higher compensation if Rollit Cargo can provide evidence of the existence of greater damage. (...)

Article 5: Prices and payments

5.1. Prices

The prices in the quotations and agreements of Rollit Cargo have been calculated on the basis of the normal implementation possibilities and for the assignment described in the quotation. Additional services or work due to abnormal circumstances or difficulties, whether foreseeable or not, will entitle Rollit Cargo to charge an additional fee, which Rollit Cargo will freely determine. Unless explicitly stated otherwise, the prices are exclusive of all costs, charges, taxes or duties that are claimed by the government or other authorities for the implementation of the agreement, regardless of whether these were already known at the time the agreement was concluded. Rollit Cargo is at all times entitled to charge the client all amounts that it has been charged by third parties as a result of incorrectly calculated freights, costs or rates.

5.2. Acceptance of the invoice

If the client does not make any remarks, complaints or protests within seven calendar days after the receipt of the invoice from Rollit Cargo, the invoice will be deemed to have been irrevocably accepted by the client. Complaints expressed by the client seven calendar days after receipt of the invoice or later will not be admissible. If a part of the invoice is protested, the protest must clearly indicate which part of the invoice is being protested, and to what amount this protest relates. Although the invoice remains fully due and payable irrespective of the protest, the client undertakes to immediately pay at least the non-protested amount in the case of a partial protest, or the amount that corresponds to the non-protested part, in accordance with the General Terms and Conditions, without this payment affecting in any way whatsoever the fact that the other parts and amounts remain payable and claimable, and the applicability of the General Terms and Conditions thereto.

5.3. Payment

Collection and discounting costs on cheques or bills of exchange are payable by the client. The acceptance of bills of exchange does not result in debt renewal. Such bills of exchange are payable at the registered office of Rollit Cargo, even if a different place is stated on the bills of exchange. (...)

Article 8: Liability of Rollit Cargo (...)

Rollit Cargo is only liable for damage resulting from a proven error by Rollit Cargo or by its employees and auxiliary persons. Rollit Cargo and its subcontractors are released from any liability in the case of force majeure, and in the case of nuisance or damage that is caused directly or indirectly by storm, fog, lightning strike, flood, high or low water, frost, ice, the formation of ice, (threat of) (civil) war, government measures, riots, sabotage, strike, lock-out, traffic disruptions, lack of manpower, quarantine, illness of operating personnel, fire, explosion, subsidence, collapse, water nuisance, closure of or delays at border posts, delays in railway stations or toll services and the like, unforeseeable defects to the means of transport, theft, vandalism and acts by third parties. If it has been established that the damage could have been a result of one or more of the above-mentioned circumstances, it will be presumed that this/these circumstance(s) is/are the cause thereof. The liability of Rollit Cargo and its subcontractors (third parties), both in terms of its nature and its scope, shall in any case and at all times be limited to (1) EITHER the limits stipulated in Art. 4 (and in particular Art. 4.4.) G.L.C., (2) OR the limits of the coverage of Rollit Cargo's liability insurance and those of its subcontractors, (3) OR the limits specified in the applicable legislation, whereby the lowest of these limits will apply.

Article 9: Limitation period and lapse of rights

Every complaint, of whatever nature, must, on penalty of inadmissibility, be notified to Rollit Cargo in writing within seven calendar days, without prejudice to the legal and conventional rules concerning limitation periods and invalidity of the claim. Any claim of liability against Rollit Cargo shall be extinguished pursuant to the period of limitation if it has not been brought before the competent court within a period of three months. This period of limitation starts from the day following the day on which the goods were delivered, or should have been delivered, or, in the absence thereof, from the day on which the fact that gave rise to the claim occurred. (...)

Article 11: Applicable law and competent court

The agreements concluded by Rollit Cargo and all other obligations of Rollit Cargo are exclusively subject to Belgian law. The courts and tribunals of Antwerp, and, where appropriate, the Antwerp division thereof, will be entitled to take cognisance of any claim arising from the agreements and obligations entered into by Rollit Cargo, without prejudice to Rollit Cargo's right to contact another competent court. (...)

Art. 4 G.L.C (General Logistic Conditions 2015) (...)

4.4 the liability of the Logistic Service Provider under these G.L.C is limited to an amount per kilogram, per damage causing to be agreed upon between parties at the conclusion of the Logistic Service Agreement. In case such amounts have not been agreed upon, the following amounts will be applicable: 8.33 special drawing rights (S.D.R.) per kilogram of lost or damaged goods with the absolute maximum of 25,000 € per damage causing event or series of events having the same cause of damage and 100,000 EUR year. (...)