

Terms and conditions TransWest

Our transport agreements are governed by the provisions of the CMR Convention and supplemented and specified by these TransWest General Terms and Conditions. The General Conditions for Road Transport apply additionally. If, in addition to transport, storage and/or logistics are involved, the BVBVK Conditions also apply additionally.

Any other conditions or amendments to these general terms and conditions shall not apply or be opposable, unless expressly agreed in writing by TransWest.

TransWest strives to provide quality and guaranteed service regarding the transport and storage of food products. To achieve this, TransWest works according to the guidelines and provisions in accordance with the applicable legislation and as included in the quality manual (IFS Logistics). Food safety is guaranteed by the development of an HACCP plan.

1) General conditions

1.1 Period of validity of the quotation and price agreements

Each quotation issued remains valid for a maximum of 2 months from its issue date. If a booking is made within these 2 months, this price will be entered into our system and we can maintain this price. If no bookings are made within that period, this quotation will expire and you will have to ask a new quotation. Price agreements are valid for 1 year or for the contractually agreed period.

1.2 Pallets

a. Identification

All pallets must be labelled by the shipper with the following in a clear place on each pallet: EAN 128 label, with SSCC number, best-before date, for groupage pallets: name of destination customer and place of destination (city/village). The identification by the sender is considered final and will not be checked by TransWest. Any consequential damage caused by incorrect or incomplete pallet identification shall be borne by the shipper.

b. State of the pallets

We only check the condition and number of pallets. For practical reasons, a driver cannot check the number, nature and condition of all boxes. For this reason, we decline any responsibility for this. If, upon delivery, it appears that boxes are missing or that the goods are wrong, the resulting costs (e.g. returns, possible disputes from the end customer in the case of Ex Works shipments, etc.) will be charged.

c. Size and weight of pallets

TransWest only transports pallets that meet the following standards:

- Europallet: 80 x 120 cm, maximum height 200 cm, maximum weight 850 kg
- Industrial pallet: 100 x 120 cm, maximum height 200 cm, maximum weight 1000 kg

If the stacked boxes below or at the top of the pallet exceed these dimensions, the suggested price will be increased by a coefficient of 1.33.

The pallets must be well-wrapped with foil. If necessary, the pallet will be re-wrapped and we will charge a cost of €5 per pallet (euro or industry).

d. Stacking of pallets

TransWest reserves the right to refuse to load poorly stacked pallets. If necessary, pallets must be completely re-stacked manually, at €42 per man-hour.

1.3 Temperature check

Our drivers are in possession of a puncture thermometer and must carry out a temperature check on every frozen cargo. Deviations are noted on the CMR and consignments with a temperature warmer than -15°C will not be loaded and are consequently considered as error freight (see error freight). If any such temperature discrepancy is detected upon receipt at the TransWest warehouse, a temperature surcharge (= double loading fee) will be charged for this.

1.4 Terms of payment

All invoices are payable within 30 days after invoice date, without discount. In the absence of payment of the invoice on its due date and without a formal notice of default being necessary, the amount still due will automatically accrue interest at a rate provided for in the Law of 2 August 2002 on combating late payment in commercial transactions.

If the monthly invoice amount is less than €750, a fixed administration cost of €60 will be charged.

When interest as mentioned in the previous paragraph is due, TransWest shall be entitled ipso jure and without notice of default to the payment of a fixed compensation with a minimum of 10% of the amount not paid by the contracting party. The award of this reasonable compensation of 10% does not exclude the award of any litigation costs or any other proven recovery costs.

TransWest's various claims against the principal, even if they relate to different consignments and to goods that are no longer in its possession, shall constitute a single and indivisible claim to the amount of which TransWest may exercise all its rights and privileges.

In case of non-payment on the due date, we reserve the right to cancel transport orders not yet executed or to suspend their execution, which will be communicated to the customer by registered letter. In case of cancellation, the customer shall automatically be liable for compensation, the minimum of which is set at 75% of the price, VAT exclusive. The more claimed is to be proved by TransWest. In the absence of payment on the due date, all non-due invoices shall also become immediately due and payable in full by operation of law and without notice of default.

The payment without reservation of a part of an invoiced amount shall be considered as acceptance of the invoice. Partial payments are always accepted with all reservations and without adverse acknowledgement. Partial payments shall be allocated in priority to any legal costs incurred, then to accrued interest, then to the damage clause and finally to the principal sum.

Where liquidity problems are suspected on the basis of objective elements (such as protested bills of exchange, termination of credit, protective or executory seizures, arrears to creditors, etc.), further cooperation may be made conditional on obtaining adequate guarantees.

Notwithstanding any insolvency, cession of claims, attachment and notwithstanding any concurrence, the carrier shall be entitled to apply debt offset or novation to the obligations which the carrier has towards its contracting party and which the latter has towards the carrier. This right shall in no way be affected.

1.5 Papers

We keep the paperwork of each transport for 7 years, in accordance with legal requirements. By default, these papers are not sent with our invoices; this can be done in exceptional cases (not the rule) on request in the event of a dispute or for an audit at the customer's premises. If the customer still wishes to receive all papers with each invoice, an administrative cost of €1.70 per order will be charged for this.

1.6 Pledge/Lien

TransWest's various claims against the principal, even if they relate to different consignments and to goods that are no longer in its possession, shall constitute a single and indivisible claim to the extent of which TransWest may exercise all its rights and privileges. Furthermore, TransWest shall be entitled to exercise a pledge and/or lien on all material and/or goods which it dispatches, transports, stores, or holds in any way, and this to cover all sums due or to be due to its principal from whatever cause.

2) Transport conditions

2.1. Transport orders first discuss and then confirm

Every transport order is done in consultation with our customer service department.

France	T. +32 (0)50.83.30.71	CustomerserviceFR@transwest.be
Germany	T. +32 (0)50.83.30.72	CustomerserviceDE@transwest.be
Belgium	T. +32 (0)50.83.30.73	CustomerserviceBenelux@transwest.be

Each transport order should be confirmed before the deadline (see 5.) with the following data:

- date of loading and unloading and the eventual fixed appointment
- company name, address, opening hours and contact person per loading/unloading point
- Is there already an appointment or should this be done by TransWest?
- type and number of pallets (euro/industry) - gross weight - exchange modalities

2.2. Deadline order confirmation

As a general rule we set the following deadline: "**loading day - 1 before 10h**".

Orders after this deadline are possible, but only after consultation with our customer service department. You will find a delivery schedule per country/destination in the price lists.

2.3. Night and weekend deliveries

- Night deliveries (deliveries between 20h and 6h) are unloaded during the night following the unloading day scheduled in the delivery plan.
- We do not unload on the night of Friday to Saturday, but we do on the night of Sunday to Monday.

2.4. Late cancellations - error freight - customer penalty clauses

Cancellations, which are only communicated on the "loading day - 1 after 14h" will be invoiced at 75% of the agreed transport price. In case of cancellation on the loading day itself, a cancellation fee of 100% will apply.

Change of volumes: for groupages, the originally ordered volumes will always be invoiced. An exception to this is made if more pallets are loaded: in this case, the customer service must be notified first and after their approval, the higher number of pallets will be invoiced.

Any penalty clauses with the end customer that deviate from the CMR conditions will not be accepted by us.

2.5. Samples

As of 01/04/2022, we no longer accept orders for shipment of samples. Such shipments involve too many operational problems for which we are not equipped.

2.6. Waiting hours

TransWest is entitled to reimbursement for truck immobilization times. TransWest shall assume 1 hour of loading and one hour of unloading for volumes 1-15 pallets and 2 hours for volumes 16-33 pallets. At the end of this period, TransWest is entitled to compensation for the entire cost arising from this additional immobilization time. The compensation is minimum €70 per hour started. If the immobilization time exceeds 4h, the resulting missed turnovers and additional costs will be charged to the principal.

TransWest is also entitled to compensation for the whole of the costs resulting from other immobilization times which, taking into account the circumstances of the transport, exceed the usual duration.

2.7. Loading and unloading of the goods

Handling or delivery at home is understood to mean at the threshold or dock of the premises of the consignor and/or consignee. Additional services must be reimbursed. TransWest only has trailers for 33 pallets. Deliveries to customers in city centers or to customers without an unloading dock are not possible in view of this condition.

The route to be followed by the vehicles in the factories, warehouses, yards and other places is designated by the sender, shipper or consignee and is made under their responsibility.

Unless otherwise stated in writing, the parties expressly agree that loading and unloading shall be done by the sender or consignee, respectively. To the extent that the driver is requested by the consignor or consignee to perform these acts, this shall be done under the express supervision, control and responsibility of the consignor or consignee, respectively. TransWest bears no liability for damage caused by, and/or during loading and unloading.

Unless otherwise stated in writing and to the extent possible and/or necessary, TransWest will execute the stevedoring on the basis of the instructions of the consignor or shipper given in accordance with the legislation in force according to the route. If the vehicle used by TransWest or the dunnage applied proves to be unsuitable because incorrect or incomplete information has been provided by the sender or shipper or if the transport packaging proves not to be solid enough to enable correct securing of the load, the costs and damages arising from this shall be borne entirely by the sender of the transport.

2.8. Extra loading or unloading place

Our rates always assume 1 loading & 1 unloading place. Groupage rates are applied per order line. Groupage orders are only cumulated if both the loading location and date and the unloading location and date are the same.

For full loads (30 pal or more) with an additional loading or unloading place, €60 will be charged on top of the price. Moreover, the additional loading or unloading place is at most 25 km from the first loading or unloading place.

2.9. Diesel surcharge system (see diesel surcharge document)

Every quotation issued remains subject to the diesel surcharge system, unless you have made a different agreement with the commercial service. Thus, on top of our basic rates, if there is a serious increase in the price of diesel, a surcharge may be calculated in the form of a diesel surcharge invoice at the end of the month. The level of the diesel surcharge is subject to the level of the Belgian official diesel price (excl. VAT), linked to the excise recovery for professional diesel.

2.10. Transport insurance

Each transport is insured according to the current CMR conditions.

2.11. Pallet exchange - return of empties

Euro pallet exchange is included in our rates under the following conditions:

- On an annual basis, we apply a 15% credit on the exchange of all loaded europallets to be exchanged. This applies to all loaded europallets, both from external loading locations and from TransWest.
- Pallets not exchanged from your customers will be deducted from your pallet balance or billed at €7/Europallet. If the market price increases significantly, Transwest reserves the right to adjust this price per pallet according to the market situation.
- Pallets that have been loaded with you, but are considered non-conforming with your customer and therefore not exchanged, will be deducted from your pallet stock or invoiced at €7/Europallet
- We exchange at the loading point following pallet quality: a mix of used pallets, of varying quality, unsorted, as we receive them from your customer.
- All non EUROpallets (Industrial pallets, CHEP; LPR etc...) will not be exchanged
- When transferring from customer's factory to TransWest warehouse and back to customer's factory, no exchange of EURO pallets is provided. Pallet exchange is possible, however, when the goods are sent from the cold store to your customers. This delayed exchange for the volume of europallets stored is in addition to the 15% credit.
- Empties will not be included unless otherwise agreed with the commercial department.
- In case of disputes, an exchange history verifiable to the order level must be submitted to TransWest for verification. After verification, the balance will then be cleared within a reasonable time. Justified claims accepted by TransWest may be billed at a maximum of €7/pallet.
- All pallet claims are subject to the rules of the CMR Convention of 1956 and expire 12 months after the date of the transport order.

2.12. Returns

- TransWest does not collect return pallets if we have not delivered the initial pallets.
- For the issue of refused and return pallets (fault not with TransWest), there is a fixed system for costs:
Deliveries in Belgium/Luxembourg
The goods are immediately returned. Then there are 2 options:
 - o Return to the supplier: in this case the transport price is charged 2x.
 - o Redelivery at a later time after passing through Oostkamp: in that case the transport price will be charged 3x.Deliveries in France/Germany/Netherlands
 - o A flat rate of €70 for dropping off the pallets at a colleague in France or Germany.
 - o €20 per pallet for cold storage costs at that colleague.
 - o Then there are 2 options:
 - The pallets must be returned to the loading point: in this case, the reverse groupage rate is charged.
 - The pallets must still be delivered to the scheduled unloading location: in this case, a flat rate of €50 per pallet will be charged.

3) Warehousing

3.1. Registration and Opening Hours Warehouse

- Monday to Friday from 8h to 17h.
- Non-TransWest trucks and containers must be registered at least 24 hours in advance, either by phone at +32 (0)50/83.20.17 or via booking@transwest.be. The booking is only final after receipt of the booking number.

- The trucks must be notified by e-mail with the following information: quantity + type of article + name of carrier + plate number + time of arrival.
- Trucks must be notified in a time block:
 - Block 1 = 8h - 10h
 - Block 2 = 10h - 14h30
 - Block 3 = 14h30 - 17hTrucks that do not register will be unloaded when the opportunity arises.

3.2. Insurance for storage by TransWest

Option A, by TransWest: TransWest provides insurance for goods belonging to customer and stored in its coldstores or external coldstores managed by TransWest.

The following perils are insured under policy CI53806: FLEXA: fire, lightning, explosion, contact with air or spacecraft or parts thereof.

For this insurance, the customer will pay €0.50 per tranche of value of €1000 to TransWest. The calculation will be made on the highest stock of the previous month. The value of stored goods must be specified by the customer.

Option B, by the customer: The customer takes care of the insurance of the stored in TransWest coldstores or external coldstores under management of TransWest.

The customer also waives any recourse he may have against TransWest NV, owner of the coldstores, and undertakes to have the waiver of recourse clause included in his insurance policy.

The customer must clearly communicate his choice for one of the 2 options. If this is not done, option B, insurance by the customer himself, will be assumed.

3.3. Energy surcharge system (see energy surcharge document).

Each quotation for warehouse services issued remains subject to the energy surcharge system unless you have made a different agreement with the Commercial Service. The relevant warehouse rates are subject to quarterly indexation according to the average energy price of the previous quarter, without being able to drop below the level reflected in the agreement. Consequently, should the current energy price lead to a negative indexation, the agreed prices will remain as a minimum.

4) Final provisions

The customer acknowledges having taken note of these terms and conditions. He acknowledges that this document, together with the documents to which this document refers, constitutes the integral text of the agreement between the two parties.

If one or more clauses of these terms and conditions, for whatever reason, should not apply, the remaining clauses shall nevertheless remain valid. Both parties shall immediately take the necessary steps to replace the provision in question with a valid one that approximates the original intention of the parties.

The fact that one of the parties would not react to the non-compliance of the contractual provisions by the other party shall never be considered by the other party as a definitive deviation from the provision(s) in question.

In the event of any dispute between the parties, without prejudice to the application of article 31 paragraph 1 CMR, the courts of TransWest's registered office shall be competent. Belgian law is applicable.

In the event of any difference between the Dutch and foreign language versions of these general terms and conditions, the Dutch language version shall prevail.